



**TENDER NO:**

**SCMU10-26/27-0004**

**FOR**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF  
ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS  
IMPLEMENTED THROUGH IN HOUSE  
CONSTRUCTION TEAMS FOR A PERIOD OF  
THIRTY-SIX (36) MONTHS**

**VOLUME 3**

**TENDER CLOSING:  
Friday, 26<sup>TH</sup> JUNE 2026 AT 11H00**

Department of Transport  
32 Cowan Close  
Stellenbosch Park Building  
Schornville  
Qonce  
5601

Company Name of Tenderer:

.....

.....

CRS NO.....

CSD NO .....



**PROVINCE OF THE EASTERN CAPE  
 DEPARTMENT OF TRANSPORT  
 TENDER NO. : SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND  
 ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED  
 THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36)  
 MONTHS**

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Province of the Eastern Cape  
Department of Transport  
Directorate: Transport Infrastructure – In-House  
Roads Construction Unit  
**SCMU10-25/26-0004**

Supply, Delivery and Implementation of Road  
Marking Services and Erection of Permanent  
Road Signage on Projects implemented through  
In-House Construction Teams for a period of  
Thirty-Six (36) Months.

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**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. : SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND  
ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED  
THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36)  
MONTHS**

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<p><b>THE TENDER</b> <b>PART 1 (OF 2): TENDERING PROCEDURES</b></p>
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- T1.1      Tender Notice and Invitation to Tender**
- T1.2      Tender Data**

**PROVINCE OF THE EASTERN CAPE**  
**DEPARTMENT OF TRANSPORT**  
**TENDER NO. : SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND  
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HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**T1.1: TENDER NOTICE AND INVITATION TO TENDER**

**A. TENDER INVITATION:**

The Department of Transport of the Province of Eastern Cape hereby invites tenders from experienced Civil Engineering contractors for:

**Contract No.: SCMU10-26/27-0004 - SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Tenderers must be registered with the CIDB and have a valid CIDB Contractor grading designation of **GRADE 5 SK** or higher for an SK class of construction work.

The quantum of work on *Installation of road signs and road marking* has not been quantified and will be determined once the appointments have been made and project specific Work Packages / Work Assignments identified.

The Framework Agreement is envisaged for Works or In-House Construction projects that are executed in the Eastern Cape Province.

Tender documents will be available as of **12h00** on **Friday, 29<sup>th</sup> May 2026**. Documents must be downloaded on [www.ectransport.gov.za](http://www.ectransport.gov.za) or National Treasury eTender publication website [www.etenderportal.gov.za](http://www.etenderportal.gov.za).

In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate the completion of at least **two (2)** similar Installation of road signs and road marking project(s) to a minimum value of **R 2.5 million** each in the past ten (10) years within the SADC (South African Development Community) region. Refer to **T1.2: TENDER DATA** of the document for the tender specific definition of a similar project(s).

In order to be considered for a Contract in terms of this Tender, the tenderer must have in its employment or intend to employ, for the duration of the Contract the following key personnel who comply with the minimum requirements as referred to in **T1.2: TENDER DATA** of this Document:

- A suitably qualified and experienced **Construction Manager** who will be the single point accountable and responsible person for the full time management of the construction works on site, who:
  - Has a National Diploma (N/S) in Civil Engineering and has a minimum of five (5) years' experience in **roads construction** project(s).
- A suitably qualified **Construction Health and Safety Officer** with a minimum experience of three (3) years **in roads** construction to manage the contractor's health and safety obligations on road projects and who:
  - is registered with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or

Professional Construction Health and Safety Officer (Pr CHSO).

The completed bid documents must be submitted on eTender Publication Portal (eSubmission) not later than 11H00 on **26 June 2026**.

Click on the link to see how you submit your bid proposal on eSubmission – press Ctrl + the link to see the video <https://youtu.be/B7pNseNJYHM>

It is the responsibility of the bidder/s to ensure that bid documents/ proposals are submitted on or before closing time. Any technical queries with regard to eSubmission must be directed to National Treasury @ [etenders@treasury.gov.za](mailto:etenders@treasury.gov.za) / +27(0)12 406 9222 / 012 406-9229 / 012 312-5000

Tenderers may seek clarification from the Employer in terms of this tender from the date of advert. However, no clarifications may be sort on the last 5 working days before the tender closing date indicated in the tender data; i.e., the last date for seeking any clarification for this tender will be before **11H00** on the **19<sup>th</sup> of June 2026**.

Tenderers are required to download any addenda issued by the Employer from the **Eastern Cape Department of Transport** website [www.ectransport.gov.za](http://www.ectransport.gov.za) only. Addenda will only be issued seven (07) days before the Tender Closing date and it is the Tenderers responsibility to check the addenda issued on the departmental website and eTender portal. Please note, **ONLY** addenda critical to the evaluation will be issued.

The Department reserves the right not to award any bidder in the Panel more than one Project / Works Package in a District in the Eastern Cape province.

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

**B. TENDER EVALUATION**

**This bid fill be evaluated in two (2) phases as follows:**

**Phase One:** Compliance responsiveness to the bid rules and conditions and Eligibility Criteria (F2.1) Will be evaluated

**Phase Two:** Eligibility Criteria (F2.1), failure to meet Eligibility Criteria will render the tender non-responsive.

**C. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on Price	-	<b>80 points</b>
Specific Goals	-	<b>20 points</b>
Maximum points	-	<b>100 points</b>

The points for Specific Goals will be distributed as per the table below.

<b>PREFERENTIAL SPECIFIC GOALS POINTS TABLE</b>		
<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system)</b>
<b>Historically Disadvantaged Individuals</b>		
<b>Black ownership</b>	<b>08</b>	
<b>Women ownership</b>	<b>05</b>	
<b>Youth Ownership</b>	<b>02</b>	

<b>Locality (Eastern Cape Province)</b>	<b>05</b>	
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**Historically Disadvantaged Individual (HDI): Black Ownership**

Means a South African Citizen: who, due to the apartheid policy that had been in place, had no franchise in national elections.

Central Supplier Database (CSD) report will be used to calculate % ownership.

Proof of the location of will be taken as the Preferred Address indicated on the Tenderers CSD Report and is to be indicated in **Form C in the Returnable Schedules. Preferred address on CSD will be used for Locality points.** In case of Joint Venture, Locality Points will be divided or split among Joint Venture partners according to preferred offices on CSD.

**It is the onus of the bidder to provide proof of ownership equity status.**

**D. TENDER SPECIFICATIONS, CONDITIONS AND RULES**

The minimum specifications, Eligibility and other tender conditions and rules are detailed in the bid document.

Note: Tender Validity Period is **90 days**.

**E. TENDER SUBMISSIONS:**

The completed Volume 3 of the tender document as well as any supporting documentation clearly marked **“TENDER NO: SCMU10-26/27-0004: SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS** must be submitted on eTender Publication Portal (eSubmission) not later than **11H00 on 26 June 2026**.

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

**SCM RELATED ENQUIRIES** - Email is the preferred first contact option.

Ms. T. Mafani – Cell No.: 072 690 1534 – Email.: [thandi.mafani@ectransport.gov.za](mailto:thandi.mafani@ectransport.gov.za)

**TECHNICAL ENQUIRIES** - Email is the preferred first contact option.

Mr. P. Ngqola – Cell No.: 066 381 7987 – Email.: [phakamisa.ngqola@ectransport.gov.za](mailto:phakamisa.ngqola@ectransport.gov.za)

**NOTE: All materially relevant telephonic discussions will be followed up by an Email to all tenderers**

**FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

**Call: 0800 701 701**

## PROVINCE OF THE EASTERN CAPE

### DEPARTMENT OF TRANSPORT

#### TENDER NO. SCMU10-26/27-0004

#### SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

#### T1.2: TENDER DATA

The tender conditions are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per **CIDB Board Notice No. 136 of 2015** published in **Government Gazette No. 38960 of 10 July 2015** and as amended from time to time. (See [www.cidb.org.za](http://www.cidb.org.za))

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 marked “F” in the above-mentioned Standard Conditions of Tender.

No	Clause	Wording
1	F.1.1	The Employer is the Department of Transport, Province of the Eastern Cape
2	F.1.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>VOLUME 1:</b> The General Conditions of Contract for Construction Works (3<sup>rd</sup> Edition) 2015 are published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax (011) 805 5971, email: <a href="mailto:civilinfo@saice.org.za">civilinfo@saice.org.za</a></p> <p><b>VOLUME 2:</b> The Standard Specifications for Road and Bridge Works for State Road Authorities prepared by the Committee of Land Transport Officials. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax (011) 805 5971, email: <a href="mailto:civilinfo@saice.org.za">civilinfo@saice.org.za</a></p> <p><b>VOLUME 3:</b> The Tender issued by the Employer, which comprises:</p> <p style="text-align: center;"><b><u>THE TENDER</u></b></p> <p><b>PART T1: TENDERING PROCEDURES</b>            T1.1: Tender Notice and Invitation to Tender            T1.2: Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b></p>

No	Clause	Wording
		<p>T2.1: List of Returnable Documents            T2.2: Returnable Schedules</p> <p style="text-align: center;"><b><u>THE CONTRACT</u></b></p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b>            C1.1: Form of Offer and Acceptance            C1.2: Contract Data            C1.3: Deed of Guarantee (pro forma)</p> <p><b>PART C2: PRICING DATA</b>            C2.1: Pricing Instructions            C2.2: Bill of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b>            C3.1: Description of the Works            C3.2: Engineering            C3.3: Procurement            C3.4: Construction            C3.5: Management</p> <p><b>PART C4: SITE INFORMATION</b>            C4: Site Information</p> <p>Volume 3: Tender Document duly completed, in accordance with F 2.13.3, and returned to the employer before the closing time for receipt of tenders, shall constitute the submission of a tender offer.</p> <p>VOLUME 4: Construction Drawings</p> <p>VOLUME 7: Environmental, Materials &amp; Geotechnical</p>

3	F.1.4	<p>The Employer's agent is Mr Mvuyisi Goxa          Name: Department of Transport          Address: In-House Construction          32 Cowan Close          Stellenbosch Park, Schornville          Qonce          Tel: 064 880 1945</p>
4	F.1.5.1	<p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of an Agreement. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.</p> <p>It is a condition of this contract that the Employer reserves the right to limit the expenditure on the works due to possible budget restraints. Should the tender sum exceed the budgeted amount, the scope of works may be reduced at any time, before or during the contract period, to ensure that the final contract amount does not exceed the budgeted amount.</p> <p>Should these conditions be applied, such adjustments or limitations shall be deemed to be a variation of the form or quantity of the works or any part thereof in terms of Clause 6.3 of the General Conditions of Contract. The validity of the tender, the individual rates or sums tendered shall not be influenced by any such adjustments or limitations and no claim will be considered on the basis of such adjustments or limitations in terms of Clause 6.11 of the General Conditions of Contract.</p> <p>The successful Tenderer will be required to submit a valid and certified copy of their Letter of Good Standing from the <b>Compensation Commissioner</b> or <b>FEMA</b> within 21 days of receipt of their Letter of Award for this Tender.</p> <p>The Employer further reserves the right not to award Contracts to any Contractor based on a risk assessment of the current workload or past performance of that Contractor.</p>
5	<p>F.2.1</p> <p>F2.1.1</p> <p>F2.1.3</p> <p>F2.1.4</p>	<p><b>ELIGIBILITY:</b></p> <p><i>Delete the clause and replace with the following:</i></p> <p>Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.</p> <p><i>Add the following after F.2.1.2:</i></p> <p>Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.</p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p>

F2.1.4.1	<p><b>[a] CIDB registration</b></p> <p>Registered with the CIDB prior to the award of the tender, in a contractor grading designation equal to <b>5 SK</b> or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 [1B] or 25 [7A] of the Construction Industry Development Regulations, for a <b>SK</b> class of construction work. Note that in terms of CIDB Act 38 of 2000 a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <ol style="list-style-type: none"> <li>1. Joint ventures are eligible to submit tenders provided that:             <ol style="list-style-type: none"> <li>a) every member of the joint venture is registered with the CIDB and in the <b>SK</b> class of work.</li> <li>b) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation <b>Grade 5 SK</b> .</li> <li>c) a signed Joint Venture Agreement must be attached with the tender.</li> </ol> </li> <li>2. Tenderers must submit copy of Certificates of Qualifications and Professional Registration, otherwise they will not score the relevant points.</li> <li>3. Failure to comply with the above eligibility criteria will cause the tender to be deemed non-responsive.</li> </ol>
F2.1.4.2	<p><b>Compliance with requirements of Employer’s SCM Policy and procedures</b></p> <ol style="list-style-type: none"> <li>a. Only those tenders that are compliant with the requirements below will be declared responsive: Full name of entity submitting tender to be provided;</li> <li>b. Identification number or company or other registration number to be provided;</li> <li>c. Tax reference number to be provided;</li> <li>d. VAT registration number (if any) to be provided;</li> <li>e. A completed returnable schedule <b>SBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING</b> to be provided. Failure to provide or comply with any of the particulars of this schedule may render the tender nonresponsive;</li> <li>f. A completed returnable schedule <b>SBD 4: BIDDER’S DISCLOSURE</b> to be provided. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member. Non-compliance with the requirements of the applicable returnable schedule will render the tender nonresponsive. Furthermore, should the declaration prove to be false the Employer may reject or act against the tenderer in terms of clause F.3.7 of the Conditions of Tender;</li> <li>g. A completed returnable schedule <b>T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE</b> to be provided. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member;</li> <li>h. A completed <b>CERTIFICATE OF AUTHORITY FOR SIGNATORY</b> to be provided and attached to returnable schedule <b>B: CERTIFICATE OF AUTHORITY FOR SIGNATORY</b>. Compliance with the requirements of the applicable returnable schedule is deemed a material responsiveness criterion.</li> <li>i. A completed returnable <b>schedule L: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE</b> to be provided, including attached printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV;</li> <li>j. In the case of a tender submission by a joint venture (JV). The tenderer must attach a signed copy of the JV Agreement to returnable schedule <b>G: JOINT VENTURE AGREEMENT DISCLOSURE</b>;</li> <li>k. The tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>l. The tenderer has not abused the Employer’s Supply Chain Management System;</li> </ol>

		<p>m. The tenderer has not failed to perform on any previous contract with the Employer;              n. The tenderer's tax matters with SARS are in order.              o. The tenderer has provided a completed and signed Form of Offer in terms of C1.1.1 of <b>PART C1: AGREEMENTS AND CONTRACT DATA</b>, deemed as a material responsiveness criteria.</p>
	F2.1.4.3	<p><b>Company Experience in Roads Contract Management:</b></p> <p>Tenderer must have completed at least two (2) <u>road signs installation and road marking</u> to the value of at least <b>R 2.5million</b> each and higher in the last 10 years.              A similar project shall be defined as <u>road signs installation and road marking</u>, which may be a stand-alone project or installation of road signs and road marking may be one of the major or key activities in a roads upgrade project, and if it is one of the major or key activities in a project, the Completion Certificate or attachment thereto, must clearly stipulate the value of such a road signs installation and road marking within the project.</p> <p>Such a project(s) shall be located within the SADC (South African Development Community) region.</p> <p>A completed returnable <b>Schedule D: SIMILAR PROJECT(S) COMPLETED BY THE TENDERER</b> to be provided. To demonstrate completion of a similar project(s) as defined in this clause, submit for each project listed a completed returnable <b>Schedule D (A): SIMILAR PROJECT COMPLETED VERIFICATION FORM</b> (respondent's stamp is critical).</p> <p>Furthermore, submit for each project listed a <b>COMPLETION CERTIFICATE</b>.</p> <p>Details of road signs installation and road marking &amp; supporting information must be entered in <b>Form D</b> of the Returnable Schedules. Copies of Completion Certificates, appointment letters and reference letter from the client must be attached, in order to qualify for this tender.</p> <p><u>Failure to comply with the requirements or to complete <b>Form D (A)</b> will render the tender non-responsive.</u></p>
	F2.1.4.4	<p><b>Key Personnel:</b></p> <p>In order to be considered for a Contract in terms of this Tender, the tenderer must have in its employment or intend to employ, for the duration of the contract the following key personnel who comply with the following minimum requirements:</p> <p>1. A suitably qualified and experienced <b>Construction Manager</b> (GCC 2015 term for Site Agent) who will be the single point accountable and responsible person for the full-time management of the construction works on site, who:</p> <ul style="list-style-type: none"> <li>i) Has a minimum National Diploma qualification in Civil Engineering (N/S stream), obtained from a University of TVET college.</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>ii) has a minimum of five (5) years' experience in roads construction environment, <u>CV will be used to verify experience.</u></li> </ul> <p>2. A suitably qualified and experienced full time Construction Health and Safety Officer(s) to manage the Contractor's health and safety obligations on site who:</p> <ul style="list-style-type: none"> <li>i) is registered and has a valid registration certificate with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO);</li> </ul> <p>AND</p> <ul style="list-style-type: none"> <li>ii) has a minimum of three (3) years' experience as a Construction Health and Safety Officer on road projects</li> </ul>

		<p>A completed returnable Schedule <b>H: TENDERER'S KEY PERSONNEL</b> to be provided. Attach to each schedule proof of indicated professional registration with the specified professional body.</p> <p>Where the key personnel are no longer available to undertake the necessary work after the Award of the Tender, the then Contractor shall within a period of fourteen (14) working days replace the key personnel listed in returnable Schedules E with personnel with equivalent competencies, subject to approval by the Employer. Such approval shall not be unreasonably withheld if compliant in terms of the requirements of this clause.</p> <p><b>Failure to comply with the requirements of this clause and applicable returnable schedule will render the tender non-responsive.</b></p>
	F2.1.4.5	<p><b>Construction Equipment:</b></p> <p>In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate his ability to provide (either by means of his own construction equipment or ability to hire construction equipment from others) construction equipment exclusively intended for the execution of the works as specified in the tender document.</p> <p>To demonstrate his ability, the tenderer is required to provide a completed signed declaration in terms of returnable <b>Schedule E: DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT.</b></p>
	F.2.1.4.6	<p><b>Fulfilment of the Construction Regulations, 2014</b></p> <p>Only those tenders submitted by tenderers who demonstrate by means of completing and providing returnable <b>Schedule J: DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014</b> may be deemed responsive if the tenderer's declaration reasonably satisfy the Employer that the tenderer has, in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely and have included in his tender rates and prices (in the appropriate payment items provided in the Pricing Schedules / Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects liability period.</p>
	F.2.6	<p><b>Addenda:</b></p> <p>Tenderers are required to download any addenda issued by the Employer from the Eastern Cape Department of Transport Website <a href="http://www.ectransport.gov.za">www.ectransport.gov.za</a> only. Addenda will only be issued seven (7) days before the Tender Closing date and it is the Tenderers responsibility to check the addenda issued in the departmental website and eTender portal. Please note, <b>ONLY</b> addenda critical to the evaluation will be issued.</p> <p>Failure to apply instructions contained in Addenda will render a tenderer's offer non-responsive in terms of Condition of Tender.</p>
6	F.2.7	<p><b>Clarification meeting:</b></p> <p>There will be <u>no</u> compulsory tender briefing.</p>
	F.2.8	<p><b>Seek clarification</b></p> <p><i>Delete the clause and replace with the following:</i>        Request clarification of the tender documents, if necessary, by notifying the Employer before <b>19 June 2026.</b></p> <p>The tenderer declares that it has:</p> <ol style="list-style-type: none"> <li>Inspected the Specifications and read and fully understood the Conditions of Contract.</li> <li>Read and fully understood the whole text of the Specifications and Pricing</li> </ol>

		<p>Schedules and thoroughly acquainted itself with the nature of the goods / services proposed and generally of all matters which may influence the Contract.</p> <p>c) Visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Employer or other authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.</p> <p>d) Requested the Employer to clarify the requirements contained in the Specifications and Pricing Schedules, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.</p> <p>e) Received any Addenda to the tender documents which have been issued in accordance with the Employer's SCM Policy.</p> <p>The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.</p>
7	F.2.12	<p><b>The criteria for alternative tenders are:</b></p> <p>No alternative offers will be considered</p>
	F.2.13	<b>Submitting a tender offer</b>
9	F.2.13.3	<p><i>Add the following to F.2.13.3 at the end of the first sentence:</i>          Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.</p>
10	F.2.13.5	<p><i>Add the following to F.2.13.5 at the end of the first sentence:</i>          The tender submission details are stated in <b>T1.1: TENDER NOTICE AND INVITATION TO TENDER.</b></p>
11	F.2.13.6	A two-envelope procedure <u>will not</u> be followed.
	F.2.13.9	<p><i>Add the following to F.2.13.9 at the end of the first sentence:</i>          Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
	F.2.13.10	<p>The Employer shall formally issue the <b>Tender Documents as per F.1.2</b> (excluding Volumes 1 and 2) and supporting documentation electronically via download from the Eastern Cape Department of Transport website <a href="http://www.ectransport.gov.za">www.ectransport.gov.za</a> and Department of National Treasury eTender Publication website <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> . The use of electronic tender documents, supporting documentation and addenda shall be subject to the following:</p> <p>i) The tenderer is forbidden to make or attempt electronic alteration to the tender documents.</p> <p>ii) Supporting documentation, issued as part of this tender, may be completed electronically. For submission of such supporting documentation the tenderer is required to submit with his tender submission a signed printed copy.</p> <p>iii) The use of electronic signatures is not allowed.</p> <p>iv) Where Addenda have been issued which amend the Pricing Schedules, then the printed Pricing Schedules shall take these into account by attaching the amended page to the front of the original page. The pages of the issued Pricing Schedules should not be removed from the tender document.</p> <p>v) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic supporting documentation provided in terms of this clause. The tenderer is required to review provided supporting documentation and inform the Employer of any errors or discrepancies found prior to submission of the tender offer.</p> <p>vi) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against</p>

		such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
12	F.2.15	<p><b>Closing time:</b>  <i>Add the following to F.2.15.1 after the last sentence:</i>          The closing time for submission of tender offers is as stated in <b>T1.1: TENDER NOTICE AND INVITATION TO TENDER</b>. It is the responsibility of the tenderer to ensure that tender documents are submitted on or before the closing date and time and at the correct location as the Employer will not take responsibility for any wrong delivery.          Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted</p>
14	F.2.16	<p><i>Add the following to F.2.16.1 at the end of the first sentence:</i>          The tender offer validity period is <b>90 days</b>.</p>
	F.2.17	<p><b>Clarification of tender offer after submission:</b>  <i>Add the following to F.2.17 at the end of the third sentence:</i>          A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.</p>
15	F.2.19	Access shall be provided for the following inspections, tests, and analysis: Borrow pit testing and any verification of geotechnical data.
	<b>F.3</b>	<b>The Employer's undertakings</b>
16	F.3.1	<p><b>Respond to requests from the tenderer:</b>  <i>Add the follow to F.3.1.1:</i>          The Employer will respond to requests for clarification received up to <b>19 June 2026</b>.</p>
	F.3.2	<p><b>Issue Addenda:</b>  <i>Delete the first sentence and replace with the following:</i>          If necessary, issue addenda that may amend or amplify the tender documents to each tenderer not later than <b>Friday 19 June 2026</b>.  <i>Add the following to F.3.2 at the end of the paragraph:</i>          Addenda issued by the Employer (if any) shall be available for download on the Eastern Cape Department of Transport website <a href="http://www.ectransport.gov.za">www.ectransport.gov.za</a> only. Addenda will only be issued seven (7) days before the Tender Closing date and it is the Tenderer's responsibility to check the addenda issued in the departmental website and eTender portal. Please note, <b>ONLY</b> addenda critical to the evaluation will be issued.</p>
	F.3.4	<p><b>Opening of tender submissions:</b>  <i>Add the following to F.3.4.2 at the end of the paragraph:</i>          Tenders will be opened immediately after the closing time of tenders at the location and closing time as stated in <b>T1.1: TENDER NOTICE AND INVITATION TO TENDER</b>.</p>
	F.3.9	<p><b>Arithmetical errors, omissions and discrepancies:</b>  <i>Add the following after clause F.3.9.2:</i>          F.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it:          (a) because they are not priced,          (b) either excessively low or high,          © or not in proper balance with other rates or lump sums,            The tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.            The tenderer will then have the option to alter and/or amend the rates and lump sums</p>

		objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause. Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as nonresponsive.								
18	F.3.9.1	<p>Add a new bullet: "In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested –</p> <p>(a) to justify any specific rate or rates, i.e., to give a financial breakdown of how such rate or rates were obtained,</p> <p>(b) and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice acceptance of his Tender."</p>								
19	F.3.11	<p><b>Evaluation of tender offers</b></p> <p>The method for the evaluation of responsive tenders is <b>Method 1 (Price and Preference)</b>. The following formula will be used to calculate the total number of tender evaluation points:  <math>T_{EV} = N_{FO} + N_p</math></p> <table border="1"> <thead> <tr> <th></th> <th>Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td>Price Component</td> <td>80</td> </tr> <tr> <td>Preferential Component (Specific Goals)</td> <td>20</td> </tr> <tr> <td>Total evaluation points</td> <td><b>100</b></td> </tr> </tbody> </table>		Maximum number of tender evaluation points	Price Component	80	Preferential Component (Specific Goals)	20	Total evaluation points	<b>100</b>
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	F.3.11.7	<p><b>Calculation of Points for Price</b> <span style="float: right;">(Ps)</span></p> <p>The points scored for Price will be calculated using the following formula:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where <math>P_s</math> = points scored for price by tender under consideration  <math>P_{min}</math> = price of lowest acceptable tender  <math>P_t</math> = price of tender under consideration</p> <p>Fractions will be rounded off to two places after the decimal comma.</p> <p><b>Preferential Component (Max =20 points) N<sub>EP</sub></b></p> <p><b>Specific Goals</b></p> <table> <tr> <td>80/20</td> <td style="text-align: right;"><b>(MAX = 20 points)</b></td> </tr> <tr> <td>90/10</td> <td style="text-align: right;"><b>(MAX = 10 points)</b></td> </tr> </table> <p>Tenders will be evaluated in terms of that specified in the Conditions of Tender as well as the Employer's latest Supply Chain Management Policy.</p> <p>The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> <li>the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li> <li>the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li> </ul> <p>The value of this bid is estimated <b>not to exceed</b> R50 000 000 (all applicable taxes included) and therefore the <b>80/20</b> preference point system shall be applicable: or</p> <ul style="list-style-type: none"> <li>The 80/20 preference point system will be applicable to this bid.</li> </ul>	80/20	<b>(MAX = 20 points)</b>	90/10	<b>(MAX = 10 points)</b>				
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	F.3.11.8	<p><b><u>PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:</u></b></p> <table> <tr> <td>Maximum points on price</td> <td style="text-align: center;">-</td> <td style="text-align: right;"><b>80 points</b></td> </tr> </table>	Maximum points on price	-	<b>80 points</b>					
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	<p>Maximum points for specific goals - <b>20 points</b>                  Maximum points - <b>100 points</b></p> <p><b>The points for specific goals will be distributed as per the table below.</b></p> <table border="1"> <thead> <tr> <th colspan="3"><b>PREFERENTIAL SPECIFIC GOALS POINTS TABLE</b></th> </tr> <tr> <th><b>The specific goals allocated points in terms of this tender</b></th> <th><b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b></th> <th><b>Number of points claimed (80/20 system)</b></th> </tr> </thead> <tbody> <tr> <td colspan="3"><b>Historically Disadvantaged Individuals</b></td> </tr> <tr> <td>Black ownership</td> <td>08</td> <td>% ownership as per CIPC / CSD</td> </tr> <tr> <td>Women ownership</td> <td>05</td> <td>% ownership as per CIPC / CSD</td> </tr> <tr> <td>Youth ownership</td> <td>02</td> <td>% ownership as per CIPC / CSD</td> </tr> <tr> <td>Locality (EC Province)</td> <td>05</td> <td>Preferred address on CSD</td> </tr> </tbody> </table> <p><b>Calculation of Total Points scored</b> <span style="float: right;"><b>Total Score = P<sub>s</sub> + N<sub>EP</sub></b></span></p> <p>Central Supplier Database (CSD) report will be used.</p> <p>To Score points for Black Ownership the following formula will be used to calculate the points out of 20 points Max.</p> $SGP = \frac{\%BOE (CIPC/ CSD)}{100} \times MHI(Max = 10)$ <p><input type="checkbox"/> <b>Locality (max= 5 points)</b></p>	<b>PREFERENTIAL SPECIFIC GOALS POINTS TABLE</b>			<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system)</b>	<b>Historically Disadvantaged Individuals</b>			Black ownership	08	% ownership as per CIPC / CSD	Women ownership	05	% ownership as per CIPC / CSD	Youth ownership	02	% ownership as per CIPC / CSD	Locality (EC Province)	05	Preferred address on CSD
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F.3.11.10	<p><i>Add the following after F.3.11.9:</i></p> <p><b>Risk Analysis</b>                  Notwithstanding compliance with regard to CIDB registration or any other requirements of The tender, the Employer will perform a risk analysis in respect of the following:</p> <p>a) reasonableness of the financial offer                  b) reasonableness of unit rates and prices                  c) as per clause F.1.5.1 (C), the previous and the current contracts performance of the responsive bidders will be used to draw a conclusion to determine the acceptability of the tender offer. The Department reserves the right to consider other similar contracts undertaken by the prospective bidder that do not form part of this proposal.                  d) The risk analysis will not be limited to a-c above, should there be required information deemed necessary for finalisation of the award, the department will therefore request the information within the time frames stipulated in the tender document.</p> <p>The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer.</p>																					
20	<p><b>F.3.13.1</b></p> <p><b>Acceptance of tender offers:</b>                  Tender offers will only be acceptable if:</p> <p>a) Tenderers must be registered on the Central Supplier Database (CSD) at National Treasury prior to submitting a tender, otherwise the tender will be rejected (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database), and the tenderer's <b>Tax status must be compliant.</b></p> <p>b) the tenderer must be registered with the Construction Industry Development Board (CIDB) in an appropriate <b>5 SK</b> contractor grading designation or higher (All parties to submit this information in the case of a Joint Venture).</p> <p>c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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 abused the Employer's Supply Chain Management System.</p>																					

	F.3.17	<p>e) the tenderer has not failed to perform on any previous Contract with the Employer.</p> <p>f) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable.</p> <p>g) the Form of Offer is duly completed and signed (Note: <b>Any correction must be signed</b> by the authorised signatory).</p> <p>h) The Pricing Schedule must not be tampered with and must be fully completed.</p> <p>i) the tenderer has <b>completed and signed the Compulsory Enterprise Questionnaire</b> (Form T2.2R) (for each of the participating firms in the case of a joint venture).</p> <p>j) completed and signed all SBD Forms (SBD1; SBD4; SBD6.1; SBD 7.2)</p> <p>k) all relevant certified information is submitted with the Tender.</p> <p>l) all other Tender Conditions are complied with.</p> <p>m) The tenderers comply with Eligibility criteria as per <b>F2.1</b> in the Tender Data, failure to meet the Eligibility Criteria will render the bid non-responsive.</p> <p>n) The tender is <b>Rates based</b>, and the submitted rates shall be binding for the duration of the Contract. The tender offer shall be used for comparative purposes.</p> <p>o) The <b>Form of Offer is duly completed and signed</b> (Note: <b>Any correction must be signed</b> by the authorised signatory)</p> <p>p) <b>Tender completed with the erasable ink will be deemed / declared non-responsive.</b></p> <p><i>Add the following:</i>          “Acceptance of the tender offer will be subject to the provisions of Clause F.1.5.1 and F.2.1.”, and please note the following:</p> <p>2) The successful Tenderer will be required to submit a <b>valid</b> Letter of Good Standing from the <b>Compensation Commissioner</b> or <b>FEMA</b> within twenty-one (21) days of receipt of Letter of Award.</p> <p>Provide copies of the Contract:</p> <p><i>Add the following after the first sentence:</i>          The number of paper copies of the signed contract to be provided by the employer is one (1).</p>
	F.4  F.4.1	<p><b>ADDITIONAL CONDITIONS OF TENDER</b></p> <p><b>Jurisdiction</b></p> <p>Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.</p>

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**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO.  
SCMU10-26/27-0004**

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**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE  
CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p><b>THE TENDER PART 2 (OF 2): RETURNABLE DOCUMENTS</b></p>
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**T2.1 List of Returnable Documents**

**T2.2 Returnable Documents**

**Note to Tenderer:**

The information contained on these forms, plus the supporting information, will be used in the first stages of the evaluation of the Tenders.

## T2.1 List of Returnable Documents

### 1. Forms to be completed

FORM	DESCRIPTION
SBD 1	INVITATION TO BID
A.	CONTRACTOR'S ESTABLISHMENT ON SITE
B.	CERTIFICATE OF AUTHORITY FOR SIGNATORY
C	INDICATION OF PROOF OF LOCALITY OF OFFICE
D.	SCHEDULE OF RELEVANT WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS
D(A)	SIMILAR PROJECT COMPLETED VERIFICATION FORM (one verification form required for each listed project)
E.	SCHEDULE OF CONSTRUCTION PLANT
F.	NOTICES TO TENDERERS
G	JOINT VENTURE DISCLOSURE FORM
H	CONTRACTOR'S KEY PERSONNEL AND DETAILED CV'S
I	BANKING AND AUDITOR DETAILS
J	DECLARATION – FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014
K	PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
L	CENTRAL SUPPLIER DATABASE CONFIRMATION (CSD)
M	RATES FOR SPECIAL MATERIALS
T2.2R	COMPULSORY ENTERPRISE QUESTIONNAIRE
SBD 4	BIDDER'S DISCLOSURE
SBD 5	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAM
SBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
SBD 6.2	SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
SBD 7.2	CONTRACT FORM – RENDERING OF SERVICES

### THESE FORMS MUST BE COMPLETED USING **BLACK INK**

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the tender documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

### 2. Other documents that will be incorporated into the Contract.

- C1.1 Offer and Acceptance
- C1.2 Contract Data
- C2.2 Pricing Schedule

## **T2.2 RETURNABLE DOCUMENTS**

**SBD 1: INVITATION TO BID**

**PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT				
BID NUMBER:	SCMU10-26/27-0004	CLOSING DATE:	26 JUNE 2026	CLOSING TIME: 11:00 AM
DESCRIPTION	SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS			

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


BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms. Thandi Mafani	CONTACT PERSON	Mr. Phakamisa Ngqola
TELEPHONE NUMBER	072 690 1534	TELEPHONE NUMBER	066 381 7987
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Thandi.mafani@ectransport.gov.za	E-MAIL ADDRESS	phakamisa.ngqola@ectransport.gov.za

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS</b>	

**SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## **PART B TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF THE BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g., company resolution)

DATE: .....

**A: CONTRACTOR’S ESTABLISHMENT ON SITE**

Should the combined, extended total tendered for Item B13.01 The contractor’s obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c)(i&ii) Time-related obligations

exceed a maximum of **15%** of the tender sum (excluding; provisional and prime cost sums and its related % mark-up amount in the bill of quantities, total amount for Section B1800: Dayworks, allowances for contingencies and contract price adjustments and VAT), **the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this returnable schedule.**

The Employer will duly consider these reasons but reserves the right to consider the tendered rates or lump sums to be unacceptable or imbalanced and to deal with them in terms of **clause F.3.9.2 of T1.2: TENDER DATA.**

Total tender for Item B13.01 expressed as a percentage of the tender sum (excluding; provisional and prime cost sums and its related % mark-up amount in the bill of quantities, total amount for Section B1800: Dayworks, allowances for contingencies and contract price adjustments and VAT)%.

The information supplied by the tenderer in this returnable schedule and attached supporting documentation (if applicable) to this returnable schedule will be deemed material to the responsiveness and the Employer’s risk analysis of the tender offer.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**B: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm his/her authority thereto by attaching a duly signed and dated copy on the company letterhead of the relevant resolution of the board of directors to this form.

**Failure to submit a duly signed resolution will render the tender non-responsive.**

**Note: This Form is not applicable if the Signatory to this tender is a Director, a Member, a Sole Proprietor or a Partner.**

***An example is given below:***

“By resolution of the board of directors passed at a meeting held on .....

Mr/Ms ....., whose signature appears below, has been duly authorised.

to sign all documents in connection with **TENDER NO SCMU10-26/27-0004** and any Contract that may arise therefrom on behalf of

(Name of Tenderer in block capitals)

.....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....”

**C: INDICATION OF PROOF OF OFFICE IN THE EASTERN CAPE**

The Tenderer must attach proof of head office or satellite office/depot in the Eastern Cape / Outside Eastern Cape. NB: CSD will be used as confirmation – Preferred address on CSD shall be used to confirm Locality.

Contract Description	Tendering for:	Office in the Eastern Cape or Outside the Eastern Cape	Proof of Office
<p><b>SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b></p>	<p>Y <input type="checkbox"/> / N <input type="checkbox"/></p>	<p>Eastern Cape <input type="checkbox"/>                      Outside Eastern Cape <input type="checkbox"/></p>	<p>Y <input type="checkbox"/> / N <input type="checkbox"/></p>

Proof of Address will be taken as the “Preferred Address” as indicated on the Tenderers CSD Report.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**D: SCHEDULE OF RELEVANT WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS**

The tenderer must insert in the spaces provided below a complete list of the latest completed contracts (Road marking & signs) successfully completed by the company in the past 10 years. The bidder must attach **Completion Certificates** in the case of completed contracts. This information shall be deemed to be material to the adjudication of the Contract. A copy of the Completion Certificate for each completed project must be attached, failure to attach Completion Certificates shall render **the bid shall be deemed non-responsive**.

Notes to tenderer:

1. The tenderer must provide, in **TABLE A** of this returnable schedule, information of similar project(s) completed by the tenderer as defined in **CLAUSE F.2.1.4.4 OF T1.2: TENDER DATA**.
2. For each similar project listed by the tenderer in **TABLE A**, the tenderer must attach:
  - (a) the **COMPLETION CERTIFICATE** of the project; and
  - (b) a completed and signed returnable schedule **D(A): SIMILAR PROJECT COMPLETED VERIFICATION FORM**.
3. The tenderer shall indicate in **TABLE A**, where applicable, if the similar project was completed as:
  - (a) a principal contractor (PC);
  - (b) a joint venture (JV) member;
4. The tenderer must only list defined similar project(s) completed in **TABLE A** provided. **DO NOT** attach a separate list of projects; and **DO NOT** include projects which are not defined as similar project.
5. The information supplied by the tenderer in **TABLE A** and attached supporting documentation [similar project completed verification form(s) and completion certificate(s)] to this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

**TABLE A: LIST OF SIMILAR PROJECTS COMPLETED FOR RETURNABLE SCHEDULE D**

CONTRACT NAME AND CONTRACT NUMBER	EMPLOYER	WORK DONE AS A <i>(tick applicable box)</i>	SHORT DESCRIPTION OF WORKS COMPLETED	DURATION OF WORKS (months)	VALUE OF WORKS COMPLETED (incl. VAT)	COMPLETION DATE (mm/yyyy)
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				
		<input type="checkbox"/> PC <input type="checkbox"/> JV				

**SIGNED ON BEHALF OF THE TENDERER:** .....

**NB: Attach Form D(A) or Completion Certificates**

**FORM D (A): SIMILAR PROJECTS COMPLETED VERIFICATION FORM (One verification form required for each project)**

**SIMILAR PROJECTS COMPLETED VERIFICATION FORM (QUESTIONNAIRE)**

**FOR TENDER NO. SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**NAME OF TENDERER:** .....

**VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER OR EMPLOYER**

**PAGE 1 OF 2**

(Note: Verification by Consulting Engineer or Employer in terms of the contract for the indicated similar project)

**CONTRACT NUMBER:** .....

**CONTRACT NAME:** .....

**EMPLOYER** : .....

**CONTRACTOR** : .....

**CONSULTING ENGINEER:** .....

**VALUE OF WORKS AT COMPLETION (INCL. VAT):** R.....

**MONTH/YEAR COMPLETED:** .....

In terms of this Tender a similar project is defined as:

The installation of road signs and road marking project(s) completed in the past seven (10) years to the value of at least R 2.5 million, located within the SADC (South African Development Community) region, which included as a minimum the following:

- At least two (2) project(s) should demonstrate the installation of road signs and road marking.

1. **Was a certificate of completion, in terms of the condition of contract, issued to the contractor?**

YES	NO
-----	----

 (TICK APPLICABLE BOX)

If NO, please state reasons:

.....  
.....

**CONTINUE TO NEXT PAGE**

**VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER  
OR EMPLOYER**

**PAGE 1 OF 2**

2. **Was the project located within the SADC (South African Development Community) region?**

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

3. **Was the value of each of the Works, completed by the Tenderer (then Contractor) more or equal (≥) to R 2.5 million (incl. VAT)**

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

If **NO**, please write value below

R
---

4. **Did the project include the following works and was the Tenderer (then Contractor) involved with said works?**

4.1 **Reinforced concrete works**

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

Involved	YES	NO
----------	-----	----

4.2 **Targeted subcontractor management / development**

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

Involved	YES	NO
----------	-----	----

**Details of respondent:**

Verification information supplied by:

(state name & surname): .....

Designation on Project: .....

Company: .....

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

**Contact Details:**

Tel No.: .....

Email: .....

**Company Stamp:**

--

**(Please return both pages to Tenderer for submission with his Tender)**





**F: NOTICES TO TENDERERS**

In submitting my/our tender, the tender rates and tender sum given in my/our tender has taken into account the following Notice(s) to Tenderers.

Signed copies of all Notices to Tenderers are to be attached to this page.

Please note that any Notices will be uploaded on the same platforms as where the tender document was downloaded from. It is the onus of the Tenderer to ensure that he has checked for any notices prior to submitting his tender document.

NOTICE NO.	SUBJECT MATTER OF NOTICE

**SIGNED ON BEHALF OF THE TENDERER:** .....

**G: JOINT VENTURE DISCLOSURE FORM**

Tenderers submitting tenders as a joint venture are to attach a signed copy of the Joint Venture Agreement or, if a Joint Venture Agreement has not yet been formalized, then the Tenderer is to attach a Letter of Intent of a Joint Venture Agreement, signed by all parties involved in the Joint Venture Agreement. Should the Joint Venture wish to claim B-BBEE points, then a consolidated B-BBEE Scorecard for the Joint Venture partnership must be attached to completed **Form SBD 6.1**.

The Signatory on behalf of the Joint Venture must be disclosed in **Form B: Certificate of Authority for Signatory** as well as in the Joint Venture Agreement.

2. In case of a JV please note additional requirements in terms of Returnable Schedules:

- B: CERTIFICATE OF AUTHORITY FOR SIGNATORY
- C: REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
- H: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
- I: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION
- N: TENDERER'S BANKING DETAILS
- P: COMPULSORY ENTERPRISE QUESTIONNAIRE
- SBD 4: DECLARATION OF INTEREST
- SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

**SIGNED ON BEHALF OF THE TENDERER:** .....

**H: CONTRACTOR'S KEY PERSONNEL & DETAILED CV'S (including TABLES A and B)**

Notes to tenderer:

1. The tenderer must provide, in **TABLES A and B** of this returnable schedule, required information of the tenderer's key personnel as defined in **CLAUSE F.2.1.4.5 OF T1.2: TENDER DATA**.
2. For key personnel listed by the tenderer in **TABLES A and B**, the tenderer must attach:
  - (a) proof of required professional registration with the specified professional body and that the professional registration is currently active.
  - (b) if the key personnel listed by the tenderer is not currently in the employment of the tenderer, provide letter of intent as defined in **CLAUSE F.2.1.4.5 OF T1.2: TENDER DATA**.
3. **TABLES A and B** provides space for the tenderer to provide details of the key personnel and define experience required, as defined in **CLAUSE F.2.1.4.5 OF T1.2: TENDER DATA**.
4. The information supplied by the tenderer in **TABLE A and B** and attached supporting documentation [proof of professional registration and letter of intent (if applicable)] to this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

**SIGNED ON BEHALF OF THE TENDERER:** .....

**TABLE A: TENDERER'S KEY PERSONNEL (CONSTRUCTION MANAGER) FOR returnable schedule H**

NAME	KEY POSITION	ECSA Reg. No	ECSA Category	SACPCMP Reg No	SACPCMP Category	CURRENTLY EMPLOYMENT BE TENDERER (YES or NO)	NO. OF YEARS EXPERIENCE (for defined type of works)
	CONSTRUCTION MANAGER						
List only applicable information relevant to the type and duration of experience required (Start with latest experience)							
CLIENT AND PROJECT NAME	DESCRIPTION OF PROJECT	PROJECT END DATE AND DURATION ON PROJECT	VALUE OF PROJECT	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.	

**SIGNED BY TENDERER:**.....

**TABLE B: TENDERER’S KEY PERSONNEL (CONSTRUCTION HEALTH AND SAFETY OFFICER) FOR RETURNABLE SCHEDULE H**

NAME	KEY POSITION CONSTRUCTION HEALTH AND SAFETY OFFICER	SACPCMP Reg No	SACPCMP Category	List only applicable information relevant to the type and duration of experience required (Start with latest experience)					NO. OF YEARS EXPERIENCE (for defined type of works)	CURRENTLY EMPLOYMENT BE TENDERER (YES or NO)
				DESCRIPTION OF PROJECT	PROJECT END DATE AND DURATION ON PROJECT	VALUE OF PROJECT	POSITION HELD	CONTACT PERSON AND FIRM		

**SIGNED BY TENDERER:**.....

**I: BANKING AND AUDITOR DETAILS**

The Tenderer shall provide details of his banker and auditing accountant.

**Bank Details -**      Bank Name: .....

                                 Address: .....

                                 Account Number:.....

                                 Contact Person: .....

                                 Tel No.: .....

                                 Fax No.: .....

**Auditor Details -**      Firm Name: .....

                                 Address: .....

                                 Account Number:.....

                                 Contact Person: .....

                                 Tel No.: .....

                                 Fax No.: .....

**SIGNED ON BEHALF OF THE TENDERER:** .....

**J: DECLARATION - FULFILMENT OF THE CONSTRUCTION REGULATIONS - 2014**

In terms of regulation 5(1) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person:

“Competent person” means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

Tenderers shall answer the questions below:

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

<b>YES</b>	
<b>NO</b>	

Signature :..... : Name : .....

- 2 Indicate which approach shall be employed to achieve compliance with the Regulations (Tick)

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

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

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

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

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

5 List potential key risks identified and measures for addressing risks:

See the Preliminary Hazard Identification and Risk Assessment contained in the attached Health and Safety Specifications.

**Note: The successful tenderer must submit a project specific Occupational Health and Safety Plan approved by the Client within 14 days of being allocated the works assignment /Work Package.**

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

(Tick)

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

SIGNATURE OF PERSON AUTHORISED TO SIGN THIS TENDER:

Signature: ..... Name: .....

ID No.: .....

**K: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY  
DEVELOPMENT BOARD (CIDB)**

Notes to tenderer:

1. The tenderer shall attached to this returnable schedule a printed copy of the Active Contractor's Listing off the Construction Industry Development Board (CIDB) website ([www.cidb.org.za](http://www.cidb.org.za)).
2. Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration.
3. In the case of a joint venture (JV):
  - (a) a printed copy of the Active Contractor's Listing must be provided for each member of the JV; and
  - (b) a signed copy of the JV Agreement must be attached to returnable schedule **G: JOINT VENTURE DISCLOSURE**

**IN CASE OF SINGLE TENDERING ENTITY:**

Name of Contractor: .....

Contractor Grading Designation: ..... **SK** class of construction work

CIDB Contractor Registration Number: .....

Expiry Date: .....

**IN CASE OF A JOINT VENTURE:**

*Lead member if Joint Venture*

Name of Contractor: .....

Contractor Grading Designation: ..... **SK** class of construction work

CIDB Contractor Registration Number: .....

Expiry Date: .....

*Other member(s) of Joint Venture*

Name of Contractor: .....

Contractor Grading Designation: ..... **SK** class of construction work

CIDB Contractor Registration Number: .....

Expiry Date: .....

(Attached additional pages if more space is required.)

**SIGNED BY TENDERER:**.....

**L: CENTRAL SUPPLIER DATABASE (CSD)**

Notes to Tenderer:

1. The tenderer must be registered the National Treasury Central Supplier Database and tax status must be compliant, in terms of National Treasury requirements. Failure to comply will render the tender offer non-responsive.
2. The tenderer shall complete this returnable schedule and attach a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database ([www.treasury.go.za](http://www.treasury.go.za)). In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.

**IN CASE OF SINGLE TENDERING ENTITY:**

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

**IN CASE OF A JOINT VENTURE:**

*Lead member if Joint Venture*

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

*Other member(s) of Joint Venture*

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

(Attached additional pages if more space is required.)

**SIGNED ON BEHALF OF THE TENDERER:** .....

**M: RATES FOR SPECIAL MATERIALS**

Notes to tenderer:

1. Each material dealt with as a special material in terms of **CLAUSE 6.8.3 OF C1.2 CONTRACT DATE** is stated by the Employer, in the table below.
2. If **NO** special materials are stated by the Employer, in the table below, then **NO** special materials are applicable to the tender.
3. Where special material is stated by the Employer, in the table below, the tenderer shall provide the unit (indicating whether the material will be delivered in bulk or in containers) and rate for such special materials.
4. Such rates and prices shall not include VAT but shall include all other obligatory taxes and levies.
5. Fuel is **NOT** classified as a special material.
6. When called upon to do so by the Employer, the tenderer shall substantiate the tenderer special material rates and prices with acceptable documentary evidence.
7. Only special material, stated by the Employer, for which the tenderer has provided units, tendered rates and prices in the table below shall be carried forward to **CLAUSE 6.8.3 OF C1.2 CONTRACT DATA (PART 2)**.

<b>SPECIAL MATERIALS</b>	<b>UNIT *</b>	<b>RATE OR PRICE FOR THE BASE MONTH</b>
Paint	litre	
Cement	kg	

\* Tenderer to indicate whether the material will be delivered in bulk or in containers.

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

**SIGNED ON BEHALF OF THE TENDERER:** .....

**FORM T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service with the state**

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

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> a member of any municipal council</li> <li><input type="checkbox"/> a member of any provincial legislature</li> <li><input type="checkbox"/> a member of the National Assembly or the National Council of Province</li> <li><input type="checkbox"/> a member of the board of directors of any municipal entity</li> <li><input type="checkbox"/> an official of any municipality or municipal entity</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)</li> <li><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity</li> <li><input type="checkbox"/> an employee of Parliament or a provincial legislature</li> </ul> |
|--|---|

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

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

\*Insert separate page if necessary

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

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

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

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

\*Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

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

Enterprise name .....

\* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act.

**FORM T2.2R: COMPULSORY ENTERPRISE QUESTIONNAIRE  
 (for Joint Venture partner if applicable)**

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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

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

\*Insert separate page if necessary

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

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

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

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

\*Insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

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

Enterprise name .....

\* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act

**SBD 4: BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners

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

or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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

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<sup>2</sup> 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.

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

SBD 5

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

J5475wc

**SBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(Delete whichever is not applicable for this tender).*

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

Price; and

Specific Goals.

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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 PREFERENCE POINT SYSTEMS

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

**80/20**

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

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 points is allocated for price on the following basis:

**80/20**

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

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.)***

<b>PREFERENTIAL SPECIFIC GOALS POINTS TABLE</b>		
<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system)</b>
<b>Historically Disadvantaged Individuals</b>		
Black ownership	08	% ownership as per CIPC / CSD
Women ownership	05	% ownership as per CIPC / CSD
Youth Ownership	02	% ownership as per CIPC / CSD
Locality (EC Province)	05	Preferred address on CSD

**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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number SCMU10-26/27-0004 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid.
    - Proof of tax compliance status.
    - Pricing schedule(s).
    - Filled in task directive/proposal.
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations.
    - Bidder’s Disclosure form.
    - Special Conditions of Contract.
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as.....  
 accept your bid under reference number **SCMU10-26/27-0004** dated.....for the rendering of  
 services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the  
 contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL
<b>SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>				

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO.  
SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND  
ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED  
THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36)  
MONTHS**

**CONTRACT**

**PART 1 (OF 4): AGREEMENTS AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Security (Pro Forma)**
- C1.4 Occupational Health & Safety Act, Act 85 of 1993  
Contractors 37.2 Mandatory Agreement**

**TENDER NO.  
SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE  
CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of:

**SCMU10-26/27-0004: SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES  
AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN  
HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

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

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

**The offered total of the 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 Form of Offer and Acceptance document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the tender data or other period as agreed, whereupon the Tenderer becomes the party named as the contractor in terms of the Conditions of Contract identified in the Contract Data.

**OFFER SIGNATURE BLOCK**

Signature(s) .....  
Name(s) .....  
Capacity .....  
for the **Tenderer** .....  
(Name and address of organization)

AS WITNESSES

Witness 1

Signature .....

Date .....

Name .....

Witness 2

Signature .....

Date .....

Name .....

**2. ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the employer identified below accepts the Tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due for respective ad hoc work assignments /work packages in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the Contract are contained in:

**Part C1: Agreements and Contract Data (which includes this Form of Offer and Acceptance)**

**Part C2: Pricing data**

**Part C3: Scope of Work**

**Part C4: Site Information**

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this Form of Offer and Acceptance including the Schedule of Deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<u>ACCEPTANCE SIGNATURE BLOCK</u>	
<b>SCMU10-26/27-0004: SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>	
Signature(s)	.....
Name(s)	.....
Capacity	.....
for the <b>Employer:</b>	<b>Department of Transport</b> <b>Province of the Eastern Cape</b> <b>Private Bag X0023,</b> <b>BHISHO, 5605</b>
Name of witness	.....
Signature of witness	.....
	Date .....

### 3. SCHEDULE OF DEVIATIONS

#### **SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the tender conditions.
2. 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.
3. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject .....
- Details .....
2. Subject .....
- Details .....
3. Subject .....
- Details .....
4. Subject .....
- Details .....
5. Subject .....
- Details .....

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

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

**SCHEDULE OF DEVIATIONS SIGNATURE BLOCK**

**For The Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)

Name and signature  
of witness ..... Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer:** **Department of Transport  
Province of the Eastern Cape  
Private Bag X0023,  
BHISHO,  
5605**

Name and signature  
of witness ..... Date .....

**4. CONFIRMATION OF RECEIPT**

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

the ..... (day)

of ..... (month)

20 ..... (year)

at ..... (place)

**For the Contractor:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....

**PROVINCE OF THE EASTERN CAPE**  
**DEPARTMENT OF TRANSPORT**  
**TENDER NO. SCMU10-26/27-0004**

**C1.2: CONTRACT DATA (PART 1)**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
 PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE  
 CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**PART 1: DATA PROVIDED BY THE EMPLOYER**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works (Third Edition 2015) [hereinafter referred to as GCC2015], published by the South African Institution of Civil Engineering (SAICE) are applicable to this contract.

**CONTRACT SPECIFIC DATA**

The following contract specific data, amendments, additions, or omissions are applicable to this Contract.

No.	Clause	Description
1	1.1.1.11	The Contract Sum will be as per the Form of Offer.
1	1.1.1.13	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion for each works assignment.
2	1.1.1.14	The time for completing the works is thirty-six (36) Months including all relevant special non-working days.
3	1.1.1.15	The Employer is THE DEPARTMENT OF TRANSPORT, EASTERN CAPE
4	1.1.1.16	The Employer's Agent is the Control Engineering Technician – Grade B – Professional Services, to act on behalf of the Department, duly authorised to this position in writing.
6	1.1.1.26	The Pricing Strategy is a <b>Re-measurement Contract</b>
7	1.1.1.35	Add the following Clause 1.1.1.35 "Value of Works" means the value of Works certified by the Employers Agent as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments.
8	1.2.1.2	The Employer's address for receipt of communications and notices at <b>Tender Stage</b> is: Facsimile: N/A E-mail: mvuyisi.goxa@ectransport.gov.za Address (Physical): Mr M. Goxa Department of Transport Bhisho



		<ul style="list-style-type: none"> <li>The agreeing of the adjustment of the sums for general items in terms of Clause 6.11</li> </ul>
14	3.2.4	Delete the last sentence of the Clause
15	3.3.6	<p>Add the following:</p> <p>“The time limit for referring the matter to the Employers Agent by the Contractor shall be twenty-one (21) days after the decision in question was given by the Employers Agent’s Representative”.</p>
16	4.3.1.2	<p>Add the following new sub-clause</p> <p>“The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <p>(a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</p> <p>(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</p> <p>(c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(d) The Contractor agrees that any duly authorised official 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 set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</p> <p>(e) 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 Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.</p> <p>(f) The Contractor shall furthermore, in compliance with the Constructional Regulations of 2014 to the Act :</p> <p>(i) Acquaint himself with the requirements of the Employer’s Health and Safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2014, and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in regulation 5(1) of the Construction Regulation of 2014 for approval by the Employer or his assigned agent. The Contractor’s Health and Safety Plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of signing the Form of Acceptance and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Employer’s Agent, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.”</p>
17	4.3.3	<p>Add the following new sub-clause:</p> <p>“4.3.3 The Contractor shall assume responsibility for compliance with the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the</p>

		sites are rehabilitated before the conclusion of the Works assignment.”
18	4.9.2	Add the following as 4.9.2 “In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.”
19	4.9.3	Add the following as 4.9.3 “When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of Clauses 4.9.1 and 4.9.2 in respect of constructional plant brought to the site by the subcontract.”
20	5.3.1	Works assignments will be allocated to the Contractor as and when required. The duration of each assignment will be formulated prior to award of each assignment. The Department will first allocate works to the first preferred service provider (the service provider that scores the highest points in the tender evaluation). The documentation required <b>before commencement of the Works</b> are: An approved, Works Assignment specific Health and Safety Plan (Refer Clause 4.3) Works Assignment Construction programme (Refer Clause 5.6) Security/Performance Guarantee for the Works Assignment (Refer Clause 6.2) Insurances (Refer Clause 8.6) for the Works Assignment Signed agreement in terms of Section 37.2 of the OHS Act, 1993 Proof of registration on the Central Suppliers Database with “ <b>Tax Compliant</b> ” status A valid Letter of Good Standing from the Compensation Commissioner or FEMA A valid Letter of Good Standing from the Bargaining Council (BCCEI)
21	5.3.2	The time to submit the documentation required before commencement with Works Assignment is within 14 days of being Awarded a Works Assignment
22	5.8.1	The special non-working days are statutory public holidays, Saturdays, Sundays and the year-end break, as determined by SAFCEC. These days will be included for time calculations. Due to the contract being a maintenance contract, the contractor shall provide a full service during all special non-working days.
23	5.8.2	Add the following to Clause 5.8.2: “The cost of supervision by the Employers Agent or his representatives outside of normal (Monday to Friday) working hours as defined in Government Gazette 42391 of 12 April 2019 shall be to the Contractor’s account.”
24	5.11.1	<i>In the third line, after the word “progress”, insert “or alter the order”.</i>
25	5.12.1	Delete the contents of the Clause and replace with the following: “There will be no extension of time unless agreed to by all parties in writing.”
26	5.12.2.2	Add to Clause 5.12.2.2: “The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are: • 2 working days per month for the months of May to October • 3 working days per month for the months of November to April

		It should be noted that due to the Contract being a fixed term contract, there will be no extension of time awarded. The recording of abnormal climate conditions is for record purposes only.”
27	5.13	<p>Add the following new sub-clauses:</p> <p>“5.13.3 The provisions of sub-clause 5.13.1 shall also apply to completion of a specified stage of work as described in the Tender Forms, the Agreement, and the Contract Scope of Works. Where a penalty is enforced by the Employer for late completion of any stage of work, the penalty shall not be refundable even if subsequent stages of completion are achieved on schedule.</p> <p>If late completion of more than one stage occurs, the total penalty per day shall not exceed the penalty for late completion of the contract as defined in the Tender Forms, the Agreement or the Contract Scope of Works.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Sub-clauses 5.13.1 to 5.13.4 shall be deducted on a monthly basis from the Payment Certificates and will be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Sub-clauses 5.13.1 to 5.13.4 shall not limit the Employer’s Agent nor Employer’s right to act in terms of Sub-clause 9.2.</p> <p>5.13.6 The Contractor should notice that the following fines apply for non-conformance with the Project Specifications:</p> <ul style="list-style-type: none"> <li>• As per Clause C3.3.2.2 for Establishment and Late Completion</li> <li>• As per Clause B1502 (j) for Accommodation of Traffic.</li> <li>• As per Clause B13011 for Occupational Health and Safety nonconformities.</li> <li>• As per Clause B12016 for Environmental nonconformities</li> <li>• As per clause C3.3.2.3 for utilization of ME’s</li> <li>• As per clause C3.3.2.4 for utilization of Local Labour</li> </ul>
28	5.14.5.5	Delete Clause 5.14.5.5 and replace with: “Insurance of the works shall continue until the certificate of completion for the Works assignment under consideration is completed.”
29	5.16.3	The Latent Defects Liability Period is 10 years measured from the date of the Certificate of Completion.
30	6.2.1	Delete Clause 6.2.1 and replace with: “A Performance Guarantee is required prior to commencement of any Works ONLY for assignments exceeding R 10m awarded from this Framework Appointment, unless specifically requested by the Employer.”
31	6.3.1	<i>In the fifth line, after the word “shall”, insert “with the approval of the Employer”.</i>
32	6.3.4	Add the following new sub-clause 6.3.4: “The quantities indicated in the Schedule of Quantities are fictitious and only included to obtain a competitive price. The actual scope of works and quantities will be determined on an “ad-hoc” basis for each works assignment. No claims regarding the deviations of quantities indicated in the Schedule of Quantities will be entertained.”
33	6.5.1.2.3	The percentage allowances to cover all overhead charges are limited to a maximum of 20% of each works assignment (excluding VAT).
34	6.6.1.2	After all references to the word “sums”, insert “excluding VAT”
35	6.8.1	Add the following: “The tender rates and prices shall also be exclusive of Value Added Tax (VAT). Provision is made for the addition of VAT in the summary of the Bill of Quantities.  In the event that rates are required for items not included in the Schedule of Quantities, rates may be requested from the Contractor and approved if they are in line with “market related

		prices”. Materials contained in the payment items included in the Schedule of Quantities, labelled with the prefix “ <b>ECB</b> ” must be procured within the boundaries of the Eastern Cape”
36	6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of “x” is 0.10. The values of the coefficients are: a = [0.40] (labour) b = [0.25] (contractor’s equipment) c = [0.15] (material) d = [0.2] (fuel) The base month and year are the month prior to the month in which tenders close.
37	6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
38	6.10.1.9	Add the following new clause: “The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Appendix C, together with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided.
39	6.10.2	Add the following: “Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials off site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the relevant pro-forma”
40	6.10.3	The percentage retention on the amounts due to the Contractor is <b>10%</b> to the maximum of <b>5%</b> of the Contract Price (excluding VAT) per works assignment and 50% is to be released at the completion which will be deemed to be the end of the 36-month framework period and the further 50% at the end of the six-month defects liability period.
41	6.11.1.3	<i>Delete the words “15 percent and replace with “30 percent”.</i> Note “Contract Sum” pertains to the Works Assignment awarded and is not based on the fictitious quantities contained in this original Framework tender for <i>ad hoc</i> maintenance.
42	7.2.1	Add the following at the end of the paragraph: “subject to approval of the Employers Agent”.
43	7.8.2.2	In subsubclause 7.8.2.2 add the following: “, subject to such work being done on a written instruction by the Employer’s Agent.”
44	8.2.2.3	Add the following to the end of Clause 8.2.2.3 “risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering, and it is stipulated in the Contract that the Contractor is to effect insurance against these risks”.
45	8.3	Add the following : “COVID19 is not considered an Excepted risk and allowances must be made by the Contractor in his Tender.”
45	8.6	Delete Clause 8.6 and replace it with:  (1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works assignment effect and maintain the following insurances covering the respective interests of the Contractor and the Employer: (a) Insurance of the Works and of all movables on the Site intended for incorporation in the Works against damage or physical loss from whatsoever cause arising (other than causes set out in Clause 8.3.1)

		<p>(i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.2, and</p> <p>(ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of</p> <p style="padding-left: 20px;">(aa) the Value of the works set out,</p> <p style="padding-left: 20px;">(bb) a sum to cover the value (specified at the time of delivery to the Contractor) of</p> <p style="padding-left: 20px;">(cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables.</p> <p>(b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required.</p> <p>(c) Public Liability insurance from the Commencement Date for the Works assignment to the date of the Certificate of Completion (applicable to a specific awarded Works assignment) or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of <b>R 2 000 000</b>, with no limitation on the number of accidents in any one year, covering the Employer and the Contractor against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract:</p> <p>Provided that</p> <p style="padding-left: 20px;">(i) the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of Clause 8.3.1 (Excepted Risks), and</p> <p style="padding-left: 20px;">(ii) the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties.</p> <p>(2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa.</p> <p>(3) The insurances referred to in Sub-Clause (1) shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld.</p> <p>(4) The Contractor shall produce to the Employer the policies by which the insurances are affected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance for a specific Works assignment.</p> <p>(5) The Contractor and the Employer shall comply with the terms and conditions of the insurance policies.</p> <p>(6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer.</p> <p>(7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No. 85 of 1993.</p>
46	9.2	<p><b>DELETE AND REPLACE WITH:</b></p> <p>“9.2 Termination by Employer:</p> <p>9.2.1 If:</p> <p style="padding-left: 20px;">9.2.1.1 Application is made for the sequestration of the Contractor’s estate, or if the Contractor publishes a notice of surrender of his estate, or presents a petition for the acceptance of the surrender of his estate as insolvent, or (being a company or close corporation) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or is placed under business rescue (whether by resolution or court order);</p> <p style="padding-left: 20px;">9.2.1.2 The Contractor makes a compromise with his creditors, or assigns in favour of his</p>

		<p>creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or if the Contractor assigns the Contract without having first obtained the Employer’s written consent, or if execution is levied on his goods, then the Employer may (with specific reference to this Clause) terminate the Contract.”</p> <p>9.2.2 If:</p> <p>9.2.2.1 After giving effect to Clause 3.2.2, the Employer’s Agent certifies, in writing, to the Employer and to the Contractor, with specific reference to this Clause, that the Contractor;</p> <p>9.2.2.2 Has abandoned the Contract; or</p> <p>9.2.2.3 Has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation; or</p> <p>9.2.2.4 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works (other than in terms of Clause 5.11.1) for fourteen (14) consecutive days after receiving from the Employer’s Agent written notice to proceed; or</p> <p>9.2.2.5 Has failed to proceed with the Works in accordance with the approved programme, or in the absence of an approved programme, in the Employer’s agent’s opinion; or</p> <p>9.2.2.6 Has failed to remove Plant or materials from Site, or to demolish and redo work, within fourteen (14) days after receiving from the Employer’s Agent written notice that the said Plant, materials, or work have been condemned and rejected by the Employer’s Agent in terms of these conditions; or</p> <p>9.2.2.7 Is not carrying out the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or</p> <p>9.2.2.8 Anyone, on his behalf has paid, offered, or offer as payment, to any person in the employ of the Employer or to the Employer’s Agent, or any person in the employ of the Employer’s Agent, a gratuity or reward or commission; or</p> <p>9.2.2.9 Has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract;</p> <p>then the Employer may, after giving fourteen (14) days written notice to the Contractor, (with specific reference to this Clause) to remedy the default, terminate the Contract.”</p> <p>9.2.3 When the Contract is terminated, the Employer may order the Contractor to vacate the Site and hand it over to the Employer. The Employer may then enter the Site and the Works and expel the Contractor therefrom without thereby affecting the rights and powers conferred on the Employer or the Employer’s Agent by the Contract. The Employer may complete the Works himself, or may employ another contractor to complete the Works, and the Employer, or such other contractor, may use for such completion as much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper. If, Clause 9.2.1.1 is not applicable, the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances, the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site based on a right of retention until amounts due to him have been paid and neither will the Contractor be entitled to any further payments in terms of this Contract.</p> <p>9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, the Contractor shall, upon demand, pay to the Employer the difference. This sum shall legally be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly;</p> <p>provided that, should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract</p>
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		<p>between the Contractor and the Employer.</p> <p>9.2.4 If the provisions of Clause 9.2.11 apply, any notice or order referred to in this Clause shall be delivered to the trustee or liquidator or business rescue practitioner, and the rights and obligations vested in, or binding on the Contractor, shall vest in or be binding on the estate under sequestration, liquidation, or business rescue.”</p>
47	9.2.1.3.6	<p>Add the following at the end of the paragraph:</p> <p>On completion of each works assignment, the Contractor will be evaluated by a panel consisting of the Director, Project Manager and Head of Supply Chain in the specific District. Should the work not have been conducted to a satisfactory standard (within time, budget and to the required specifications) the Department shall have the right to decide not to award any further Work assignments to the said contractor and remove said contractor from this Framework Appointment.</p>
48	10.5.2	<p>Disputes shall be referred to <i>ad hoc</i> Adjudication.</p>

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO.  
 SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
 PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION  
 TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**C1.2: CONTRACT DATA (PART 2)**

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

No.	Clause	Description						
1	1.1.1.9	The Contractor is ..... <i>[The Legal name of the Contractor].</i>						
2	1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: ..... Facsimile: ..... E-mail: ..... Address (Postal): ..... Address (Physical): ..... ..... .....						
3	6.2.1	The security to be provided by the Contractor shall be: <table border="1" style="width: 100%;"> <tr> <td><b>Type of Security</b></td> </tr> <tr> <td>Performance Guarantee of <b>10%</b> of the Contract Sum for Works awarded from this Agreement and which shall not exceed R 1 million, which shall be released once the Works is complete.</td> </tr> </table>	<b>Type of Security</b>	Performance Guarantee of <b>10%</b> of the Contract Sum for Works awarded from this Agreement and which shall not exceed R 1 million, which shall be released once the Works is complete.				
<b>Type of Security</b>								
Performance Guarantee of <b>10%</b> of the Contract Sum for Works awarded from this Agreement and which shall not exceed R 1 million, which shall be released once the Works is complete.								
4	6.5.1.2.3	The percentage allowance to cover all overhead charges for each works assignment is 20%						
5	6.8.3	The variation in cost of special materials is <i>(if applicable)</i> <table border="1" style="width: 100%;"> <thead> <tr> <th>Type of special material</th> <th>Unit</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;"><b><u>Not Applicable</u></b></td> </tr> </tbody> </table>	Type of special material	Unit	Rate	<b><u>Not Applicable</u></b>		
Type of special material	Unit	Rate						
<b><u>Not Applicable</u></b>								

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO.: SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION  
TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**C1.3: PERFORMANCE GUARANTEE (PRO FORMA)**

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: THE DEPARTMENT OF TRANSPORT, EASTERN CAPE

"Contractor" means: .....

"Employers Agent" means: .....

"Works" means: SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND  
ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE  
CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

"Site" means: .....

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

"Contract Sum" means: The accepted amount for Works assignment inclusive of tax of  
R.....

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: The date of issue by the Employers Agent of the Certificate of Completion of the  
Works.

CONTRACT DETAILS Employers Agent issues: Interim Payment Certificates, Final Payment Certificate and  
the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Employers Agent of the Certificate of Completion of the Works. The Employers Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.  
The Guarantor hereby acknowledges that
- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee. such demand stating that:
  - 5 5.1the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called
  - 6 5.2a provisional or final sequestration or liquidation court order has been granted against the Contractor and that
  - 7 5.3the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final
  - 8 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
  - 9 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
  - 10 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
  - 11 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
  - 12 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
  - 13 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
  - 14 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor, The original of this Guarantee shall be returned to the Guarantor after it has expired.
  - 15 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
  - 16 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ..... Date.....

Guarantor's signatory (1) .....	Capacity.....
Guarantor's signatory (2) .....	Capacity.....
Witness signatory (1) .....	Witness signatory (2).....

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE  
CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**C1.4 : OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993  
CONTRACTORS 37.2 AGREEMENT**

**AGREEMENT WITH MANDATORY**

**In terms of Section 37(1) and (2)**

**WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

**DEPARTMENT OF TRANSPORT, PROVINCE OF THE EASTERN CAPE**

**(Hereinafter referred to as the “Client”)**

**AND**

\_\_\_\_\_  
**PRINCIPAL CONTRACTOR**

**(Hereinafter referred to as the “Principal Contractor”)**

**Compensation Fund Number: \_\_\_\_\_**

**Valid Letter of Good Standing to be attached to this Mandatory Document**

#### **PRINCIPAL CONTRACTOR'S UNDERTAKING AND INDEMNITY**

1. The Principal Contractor hereby agrees and undertakes, in terms of Section 37(2) of the Act, to accept full responsibility for all health and safety matters for the duration of its carrying out the work, including but not limited to:-
  - 1.1 providing for the health and safety of its personnel and ensuring that its personnel at all times adhere to the provisions of the Act and the terms and conditions of the Agreement; and
  - 1.2 ensuring that no third party's health and safety is endangered in any way by the Principal Contractor's activities or conduct on the Clients premises.
2. The Principal Contractor hereby indemnifies and holds the Client harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by the Client pursuant to a breach by the Principal Contractor or its Personnel and/or Contractors, of the provisions of the agreement and the Act.

#### **The Principal Contractor's obligations include, without limitation, the following: -**

1. The Principal Contractor shall not cause, as far as is reasonably practicable, any harm to or endanger any Clients personnel or other persons on the Clients premises at which the Principal Contractor is carrying out the work.
2. The Principal Contractor shall ensure that its personnel have access to an updated edition of the OHS Act at all times.
3. The Principal Contractor agrees to co-operate with the Client and provide the Client with all information relating to occupational health and safety issues where the Client requests such information, including any non-compliance with the requirements of the Act.
4. The Principal Contractor shall ensure that the Personnel, when on Clients premises, at all times adhere to the standard health, safety and security procedures and guidelines as laid down by the Client for its own personnel in terms of the Act, as varied and conveyed by the Client to the Principal Contractor from time to time.
5. The Principal Contractor shall ensure that, where applicable in terms of the Act, members of its personnel involved in carrying out the work undergo thorough medical examinations prior to commencing any activity on the Clients premises and continue to undergo routine medical examinations for the duration of the work.
6. The Principal Contractor shall ensure that the work carried out on The Client premises shall be carried out under strict supervision by qualified members of the Principal Contractors personnel who are trained to understand the hazards associated with the work and who are authorized to take such precautionary measures as are necessary. Further, the Principal Contractor shall enforce disciplinary measures where any members of its Personnel do not comply with the provisions of the Act.
7. The Principal Contractor shall ensure that all members of its personnel report any unsafe or unhealthy work situations to the Principal Contractor immediately. The Principal Contractor will in turn report such situations to the Client's appointed Agent immediately.
8. In the event of an incident occurring on the Client premises, the Principal Contractor shall immediately notify the Client thereof and shall inform the relevant provincial director at the Department of Labour thereof within 7 (seven) days of the incident occurring. The Client reserves the right to retain an interest in any such incident. Accordingly, the Principal Contractor shall provide the Client with copies of all documentation relating to the incident and any formal investigations or inquiries conducted in terms of the OHS Act.
9. The Principal Contractor shall under no circumstances bring any intoxicating substances onto The Client premises. Where the Client has reason to believe that any member of the Principal Contractors

personnel is under the influence of an intoxicating substance, the Client shall be entitled to deny such person access to or remove such person from the Clients premises.

10. In terms of Section 10(4) of the Act, the Principal Contractor undertakes that where it uses an article sourced from a third party in the course of carrying out the work, it shall ensure that such article complies with the prescribed requirements.
11. The Principal Contractor undertakes that all vehicles used on the Clients premises shall be in a roadworthy condition and shall be fully licensed and adequately insured. The Principal Contractor undertakes further that it shall use suitably skilled and licensed drivers/operators for such vehicles and that no passengers shall be carried in these vehicles unless the vehicle in question has been specifically designed for carrying passengers. Further, the Principal Contractor shall comply with the requirements of the Hazardous Substances Act No 15 of 1973, as amended from time to time, where hazardous substances are carried on any of its vehicles.
12. The Principal Contractor undertakes, at all times, to adhere to the minimum requirements for environmental standards as set out in the OHS Act, including but not limited to lighting requirements, thermal requirements, ventilation, flooding precautions, fire precautions and noise conservation and further undertakes not to cause any impairment to the existing environmental conditions on The Clients premises.
13. The Principal Contractor shall at all times have an adequate supply of fire protection equipment at the Clients premises on which the work is in progress. The Principal Contractor shall also ensure that all personnel on the Clients premises are familiar with the Client's fire precautions and procedures; including alarm signals and emergency exits and that they adhere to such precautions.
14. The Principal Contractor shall provide and maintain in good condition, a satisfactorily equipped first aid box where there are more than five personnel members at the Clients premises.
15. The Principal Contractor shall ensure that all personnel are trained and provided with instructions and information on health and safety aspects relating to the work and that they understand the hazards associated with the work being carried out on the Clients premises, if applicable.
16. The Principal Contractor shall ensure that where needed, health and safety equipment shall be provided or installed.
17. The Principal Contractor shall further ensure that all personnel using any machinery or other equipment are properly trained and qualified to use such machinery or other equipment and that precautionary measures are taken when using any machinery or equipment.
18. The Principal Contractor shall not permit any person to enter the Clients premises where the work is being carried out where the health and safety of such person is at risk or may be at risk. Where the Client deems it necessary, the Principal Contractor agrees to post a notice at the Clients premises prohibiting the entry of unauthorized persons onto the premises.
19. If the Principal Contractor is to engage in construction work on the Client premises and if the nature of such construction work falls within the ambit of Section 3 of the Construction Regulations to the OHS Act, it shall inform the relevant provincial director at the Department of Labour thereof and provide the provincial director with the information required in the aforementioned Section 3.
20. The Principal Contractor shall at all times allow inspectors access to The Client premises and shall allow them to inspect the work. The Principal Contractor shall not prevent any inspector from removing any article, substance, machinery or documentation and shall allow an inspector to provide assistance where such inspector deems necessary.
21. Should the Client at any time have reason to believe that any member of the Principal Contractors personnel is failing to comply with the provisions of the OHS Act or that such Personnel-member poses a threat or risk to the Client, the Client shall be entitled to deny such personnel-member access

to any or all of the Client's premises and require the Principal Contractor to replace such member of its personnel without delay.

### **Principal Contractor WARRANTIES**

The Principal Contractor hereby warrants that it shall at all times:-

1. comply with all provisions of the OHS Act and the Regulations thereto;
2. be in possession of all required permits to carry out the work, such permits to remain valid for the full duration of the work;
3. be in possession of a valid registration with the Compensation Commissioner in terms of the Compensation for Occupational Injuries Act No 130 of 1993 and have paid all monies due to the Compensation Commissioner. The Principal Contractor must ensure that its cover under the abovementioned OHS Act remains in force for the duration of the work;
4. be in possession of and present to the Client on signing hereof, a letter of Good Standing from the Compensation Commissioner;
5. have correctly trained personnel with the required certifications and qualifications as prescribed by the Act;
6. maintain acceptable levels of hygiene and cleanliness in carrying out the work;
7. carry out and comply with all requirements prescribed in terms of the General Safety Regulations in the Act, including but not limited to:-
  - 7.1 using adequate personal protective equipment where applicable; and
  - 7.2 using machinery which is in good order and is fit for the purpose for which it is intended; and
8. as far as reasonably practicable, ensure that any persons other than the Personnel who may be directly affected by the Principal Contractor activities shall not be exposed to health and safety dangers as a result of the work which the Contractor is carrying out.

**ACCEPTANCE BY MANDATORY**

**SIGNED** at ..... on ..... 20 .....

\_\_\_\_\_  
For and on behalf of the **Client**

\_\_\_\_\_  
Name & Office

**WITNESSES:**

1 \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

2 \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**SIGNED** at ..... on ..... 20 .....

\_\_\_\_\_  
For and on behalf of the **Contractor**

\_\_\_\_\_  
Name & Office

**WITNESSES:**

1 \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

2 \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO.  
SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION  
TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p><b>CONTRACT</b> <b>PART 2 (OF 4): PRICING DATA</b></p>
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**C2.1 Pricing Instructions**

**C2.2 Bill of Quantities**

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO.  
SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
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TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**C2.1: PRICING INSTRUCTIONS**

- C2.1.1 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them.
- Unit: The unit of measurement for each item of work as defined in the Standard Specifications or the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work for which the Tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tender for an item.
- Lump Sum: An amount tender for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.
- C2.1.2 This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- C2.1.3 The quantities set out in the Bill of Quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor.
- The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tender, subject only to the provisions of subclause 1209(a) of the Standard Specifications.
- C2.1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with subclause 1209(b) of the Standard Specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the Standard Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract, Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.
- C2.1.5 The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Bill of Quantities.
- The Tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are

consequently given in the quantity column, the tender rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 14 of this preamble.

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

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

- C2.1.6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- C2.1.7 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- C2.1.8 The amount of work or the quantities of material stated in the Bill of Quantities **shall not be considered as restricting or extending** the amount of work to be done or quantity of material to be supplied by the Contractor.
- C2.1.9 The statement of quantities of material or the amount of work in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions indicating applicable payment item(s) for all work before ordering any materials or executing work or making arrangements in this regard.
- C2.1.10 The short descriptions of the payment items in the Bill of Quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, Project Specifications, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.
- C2.1.11 The provisions of Clause 6.6 of the General Conditions of Contract shall apply to provisional sums and prime cost sums.
- C2.1.12 Subject to the conditions stated in paragraph C2.1.13 below, the rates and lump sums filled in by the Tenderer in the Bill of Quantities shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Adjustment of the rates to minimise commercial risk will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.
- Arithmetical errors of responsive tenders will be corrected as per CIDB Practice Note #2 (February 2008).
- C2.1.13 A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer or the Employer's Agent to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.14 The units of measurement indicated in the Bill of Quantities are metric units

The following abbreviations are used in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
MN	=	Mega Newton
MN-m	=	Mega Newton-metre
%	=	percent
KW	=	kilowatt
KN	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

C2.1.15 All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.

C2.1.16 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities. Item numbers prefixed by the letter B refer to payment items described under Part B of the Project Specifications, those with C to payment items described under Part C, and so on for further parts of the project specifications.

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TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<b>C2.2: BILL OF QUANTITIES</b>
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Payment Item	LIC Items	Description	Unit	Billed Quantity	Rate	Amount (R)
<b>C1.3</b>		<b>CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS</b>				
<b>C1.3.1</b>		<b>The Contractor's general obligations</b>				
		C1.3.1.1 Fixed obligations	L/Sum	1,00		
		C1.3.1.2 Value-related obligations	L/Sum	1,00		
		C1.3.1.3 Time-related obligations	month	1,00		
<b>SECTION 1.3: TOTAL CARRIED OVER TO SUMMARY PAGE</b>						
Payment Item	LIC Items	Description	Unit	Billed Quantity	Rate	Amount (R)
<b>C1.5</b>		<b>ACCOMODATION OF TRAFFIC</b>				
<b>C1.5.2</b>	<b>LI</b>	<b>Accomodation of vehicular traffic</b>	month	1,00		
<b>C1.5.7</b>	<b>LI</b>	<b>Temporary traffic control facilities</b>				
		c1.5.7.3 Flagmen	man-shift	1,00		
		c1.5.7.4 Traffic controllers	man-shift	1,00		
	<b>LI</b>	<b>c1.5.7.7 Traffic calming devices:</b>				
		a) 25mm high x 100 mm wide asphalt rumble strips	metre	1,00		
		b) 50 mm high x 500 mm wide asphalt rumble strips	metre	1,00		
		c) 150 mm high x 3 m wide asphalt speed control humps	metre	1,00		
<b>C1.5.12</b>		<b>Additional traffic accomodation facilities ordered by the Engineer</b>				
		c1.5.12.1 Provision of additional traffic accomodation facilities	Prov. Sum	1,00	R2 500 000,00	
		c1.5.12.2 Handling costs and profit in respect of item c1.5.12.1	%	2500000,00		
<b>SECTION 1.5: TOTAL CARRIED OVER TO SUMMARY PAGE</b>						

Payment Item	LIC Items	Description	Unit	Billed Quantity	Rate	Amount (R)
<b>C11.6</b>		<b>ROAD SIGNS</b>				
<b>C11.6.1</b>	<b>LI</b>	<b>Road sign boards with painted or coloured semi-matt background. Symbols lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:</b>				
C11.6.1.1		Aluminium sheet (2.0 mm thick)				
		b) Area not exceeding 2 m <sup>2</sup>	m <sup>2</sup>	1,00		
		c) Area exceeding 2 m <sup>2</sup> but not exceeding 10m <sup>2</sup>	m <sup>2</sup>	1,00		
		d) Area exceeding 10m <sup>2</sup>	m <sup>2</sup>	1,00		
C11.6.1.2		Aluminium composite sheet (2 to 3mm thickness)				
		b) Area not exceeding 2 m <sup>2</sup>	m <sup>2</sup>	1,00		
		c) Area exceeding 2 m <sup>2</sup> but not exceeding 10m <sup>2</sup>	m <sup>2</sup>	1,00		
		d) Area exceeding 10m <sup>2</sup>	m <sup>2</sup>	1,00		
C11.6.1.3		Pre-painted galvanized steel plate (chromadek 1.6 mm thick or approved equivalent):				
		b) Area not exceeding 2 m <sup>2</sup>	m <sup>2</sup>	1,00		
		c) Area exceeding 2 m <sup>2</sup> but not exceeding 10m <sup>2</sup>	m <sup>2</sup>	1,00		
		d) Area exceeding 10m <sup>2</sup>	m <sup>2</sup>	1,00		
C11.6.1.7		Regulatory signs, permanent				
		a) 600 mm diameter	m <sup>2</sup>	1,00		
		b) 900 mm diameter	m <sup>2</sup>	1,00		
		c) 1200 mm diameter	m <sup>2</sup>	1,00		
C11.6.1.8		Regulatory signs, temporary				
		a) 600 mm diameter	m <sup>2</sup>	1,00		
		b) 900 mm diameter	m <sup>2</sup>	1,00		
		c) 1200 mm diameter	m <sup>2</sup>	1,00		
C11.6.1.9		Warning signs, permanent				
		a) 600 mm size	m <sup>2</sup>	1,00		
		b) 900 mm size	m <sup>2</sup>	1,00		
		c) 1200 mm size	m <sup>2</sup>	1,00		
		d) 1500 mm size	m <sup>2</sup>	1,00		
C11.6.1.10		Regulatory signs, temporary				
		a) 600 mm size	m <sup>2</sup>	1,00		
		b) 900 mm size	m <sup>2</sup>	1,00		
		c) 1200 mm size	m <sup>2</sup>	1,00		
		d) 1500 mm size	m <sup>2</sup>	1,00		
C11.6.2		<b>Extra-over Item C11.6.1 for using:</b>				
C11.6.2.1		<b>Background of retro-reflective material of:</b>				
		1) Class I	m <sup>2</sup>	1,00		
		2) Class II	m <sup>2</sup>	1,00		
		3) Class III	m <sup>2</sup>	1,00		
C11.6.2.2		<b>Lettering, symbols, numbers, arrows, emblems...</b>				
		1) Class 11	m <sup>2</sup>	1,00		
		2) Class 111	m <sup>2</sup>	1,00		
<b>C11.6.3</b>	<b>LI</b>	<b>Road sign supports:</b>				
C11.6.3.2		Timber				
		1) 100 - 125 mm top diameter (CCA treated poles)	m	1,00		
		2) 150 - 175 mm top diameter (CCA treated poles)	m	1,00		
C11.6.4.1		Kilometer marker posts complete, as per drawing no. ECS/56/C00	No	1,00		
<b>C11.6.5</b>	<b>LI</b>	<b>Excavation and backfilling for road sign supports</b>				
C11.6.5.2		Excavating soft or intermediate material and backfilling using labour enhanced construction	m <sup>3</sup>	1,00		
C11.6.5.3		Extra-over Item C11.6.5.2 for cement treated backfilling:	m <sup>3</sup>	1,00		
C11.6.5.5		Imported backfill material from commercial sources	m <sup>3</sup>	1,00		
<b>C11.6.8</b>	<b>LI</b>	<b>Danger plates at culverts / structures</b>				
C11.6.5.2		150 x 600 mm (timber post, retro-reflective)	No	1,00		
C11.6.5.3		200 x 800 mm (timber post, retro-reflective)	No	1,00		
C11.6.5.5		300 x 1200 mm (timber, retro-reflective)	No	1,00		
<b>Delivery cost from the supply Depot to site</b>			R / km	1,00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

Payment Item	LIC Items	Description	Unit	Billed Quantity	Rate	Amount (R)
<b>C11.7</b>		<b>ROAD MARKINGS &amp; ROAD STUDS</b>				
<b>C11.7.2</b>		<b>Retro-reflective road marking paint:</b>				
C11.7.2.1		a) White lines (broken or unbroken)				
		i) 100 mm wide	km	1,00		
		ii) 150 mm wide	km	1,00		
		iii) 200 mm wide	km	1,00		
C11.7.2.2		b) Yellow lines (broken or unbroken)				
		i) 100 mm wide	km	1,00		
		ii) 150 mm wide	km	1,00		
		iii) 200 mm wide	km	1,00		
C11.7.2.3		c) Red lines (broken or unbroken) 100 mm	km	1,00		
C11.7.2.4		d) White lettering & symbols	m <sup>2</sup>	1,00		
C11.7.2.5		e) Yellow lettering and symbols	m <sup>2</sup>	1,00		
C11.7.2.7		f) Transverse lines, painted island (any colour)	m <sup>2</sup>	1,00		
<b>C11.7.5</b>		<b>Variations in rate of application:</b>				
C11.7.5.1		a) White paint	litre	1,00		
C11.7.5.2		b) Yellow paint	litre	1,00		
C11.7.5.3		c) Red paint	litre	1,00		
C11.7.5.4		d) Retro-reflective beads	kg	1,00		
<b>C11.7.7</b>		<b>Road studs</b>				
C11.7.7.1		Permanent road studs compliant to SANS 1442	No	1,00		
C11.7.7.4		Permanent road studs compliant to SANS 1463	No	1,00		
C11.7.7.3		Solar powered road studs	No	1,00		
<b>C11.7.8</b>		<b>Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)</b>	km	1,00		
<b>C11.7.9</b>		<b>Re-establishing the painting unit during the defects notification period and at other instances on instruction of the Engineer</b>	No	1,00		
<b>C11.7.10</b>		<b>Removal of existing temporary or final road markings by:</b>	km	1,00		
C11.7.10.3		Sandblasting	m <sup>2</sup>	1,00		
C11.7.10.2		Overpainting as temporary measure	m <sup>2</sup>	1,00		
<b>SECTION 5700: TOTAL CARRIED FORWARD TO SUMMARY</b>						

<b>ENGINEER'S COST ESTIMATE</b>		
<b>SUMMARY OF SCHEDULE OF QUANTITIES</b>		
	<b>SCHEDULE A</b>	<b>AMOUNTS</b>
C1.3	CONTRACTOR'S ESTABLISHMENT ON SITE & GENERAL OBLIGATIONS	
C1.5	TRAFFIC ACCOMODATION	
C11.6	ROAD SIGNS	
C11.7	ROAD MARKING	
	<b>SUBTOTAL 1</b>	-
	VAT @ 15 %	-
	<b>TOTAL CARRIED FORWARD TO FORM OF OFFER</b>	-

**Please Note: The tender is Rates based, and the submitted rates shall be binding for the duration of the Contract. The tender offer shall be used for comparative purposes.**

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE  
CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**THE CONTRACT**

**PART 3 (OF 4): SCOPE OF WORKS**

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION  
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CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**THE CONTRACT  
PART 3 (OF 4): SCOPE OF WORKS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
<b><u>THE CONTRACT</u></b>		
<b>PART 3</b>	<b>SCOPE OF WORKS (PART 3 of 4)</b>	
C3.1	SECTION A: STANDARD COTO SPECIFICATIONS	C3.3
C3.2	SECTION C: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS	C3.103
C3.3	SECTION D: EMPLOYMENT AND TRAINING OF LOCAL LABOUR SPECIFICATIONS	C3.143
C3.4	SECTION E: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION SPECIFICATIONS	C3.156
C3.5	SECTION G: QUALITY ASSURANCE FRAMEWORK FOR ROAD WORKS	C3.198
<b>PART 4</b>	<b>SITE INFORMATION (PART 4 of 4)</b>	<b>C4.1</b>

**PROVINCE OF THE EASTERN CAPE**

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**THE CONTRACT**  
**PART 3 (OF 4) : SCOPE OF WORKS**

- C3.1 SECTION A: STANDARD COTO SPECIFICATIONS**
- C3.2 SECTION B: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**
- C3.3 SECTION C: EMPLOYMENT AND TRAINING OF LOCAL LABOUR  
SPECIFICATIONS**
- C3.4 SECTION D: ENVIRONMENTAL MANAGEMENT PLAN  
IMPLEMENTATION SPECIFICATIONS**
- C3.5 SECTION E: QUALITY ASSURANCE FRAMEWORK FOR ROAD WORKS**

**PROVINCE OF THE EASTERN CAPE**

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**C3.1 SECTION A: STANDARD COTO SPECIFICATIONS**

Notes to Tenderer

1. The Standard Specifications for Road and Bridge Works for South African Road Authorities 2020, prepared by the Committee of Transport Officials (COTO) Draft Standard (DS), shall apply to this contract.
2. The General Conditions of Contract applicable to this contract are the “Conditions of Contract for Construction Works (Third Edition) 2015, as published by the South African Institute of Civil Engineering (SAICE) and General Conditions of Contract for Construction Works (Fourth Edition) 2025 shall take precedence should there be any ambiguities.
3. The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), and “Pricing Schedule” are synonymous.
4. The term “Engineer” used throughout the Standard Specifications is synonymous with “Employer’s Agent”
5. The terms “Resident Engineer” and “Engineer’s Representative” are synonymous with “Employer’s Agent’s Representative on Site”.  
As at October 2022 no other version has been issued.

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10- 26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
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CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<b>STANDARD COTO SPECIFICATIONS APPLICABLE TO THIS TENDER</b>
---

**1.3 CONTARCTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS**

**PART A: SPECIFICATIONS  
PART B: LABOUR ENHANCEMENT  
PART C: MEASUREMENT & PAYMENT**

**1.5 ACCOMODATION OF TRAFFIC**

**PART A: SPECIFICATIONS  
PART B: LABOUR ENHANCEMENT  
PART C: MEASUREMENT & PAYMENT**

**11.0 ANCILLARY ROAD WORKS**

**PART A: SPECIFICATIONS  
PART B: LABOUR ENHANCEMENT  
PART C: MEASUREMENT & PAYMENT**

<b>SECTION 5600 : ROAD SIGNS</b>
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**B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**

**(a) Road sign boards**

*Add the following:*

“The Contractor shall ensure that the signs and supports supplied by the manufacturers are correct in all respects.”

**(f) Road sign supports**

*Add the following:*

“All the ground-mounted signs shall be supported on creosote timber pole supports.”

*Add the following new sub clauses:*

**(h) Chromadek sections**

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

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

Retro-reflective material shall be applied to the section as specified for Aluminium Sections in Clause 5603(d) of the Standard Specifications, with the following additional requirement:

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

**(i) Fastening details**

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

**(j) Date of erection and sign identity number**

The manufacturer's name, month and year of erection of the sign shall be placed in the bottom left-hand corner when facing the back of the sign. An eleven (11) digit identity number supplied by the Employers Agent shall also be placed on the back of the sign above the date of erection. All lettering shall be 50mm high and shall be manufactured from 7 year cast enamel scotchcal or equivalent. All lettering will be located such that it is visible from the shoulder of the road. No reflective paint or reflective material will be permitted on the back of sign faces.

Single signs such as R and W series signs shall only have the manufacturer's name, date and month placed on the back.

**B5604 ROAD SIGN FACES AND PAINTING**

*Add the following new sub clauses*

**(e) Application of retro-reflective material**

All sign faces shall be faced with retro-reflective material. Painted front sign faces shall not be used. Colours, symbols, legends and borders shall comply with the regulations of the applicable Road Traffic Act, the South African Road Traffic Signs Manual, SABS 1519-1990, and the details shown on the Plans.

Where applied to Chromadek Sections retro-reflective material shall be applied as specified for aluminium sections in Clause 5603(d) of the Standard Specification, and of Clause B5603(h) of this Project Specification.

**(f) Silkscreening**

Silkscreening or inking over retro-reflective materials shall not be acceptable.

**B5605 STORAGE AND HANDLING**

*Add the following:*

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

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

**B5606 ERECTING ROAD SIGNS**

**(a) Position**

*Add the following:*

“All signs are to be placed, where practically possible, at the “preferred” location as indicated in the table on drawing ECS/56/1/C1. Variations will only be allowed if the topography does not allow the sign to be placed in the preferred position.”

**(d) Field Welding**

*Replace the contents of this clause with the following:*

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

**(e) Time of Erection**

*Replace the contents of this clause with the following:*

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

*Add the following new sub clause:*

**(h) Fixing of signs to poles**

All sign faces will be affixed to the pole by means of clamps as indicated on drawing ECS/56/1/C7. An additional mild steel clamp (“ready-bar” ) will also be installed, together with one galvanised steel bolt fixed through the pole, as indicated on drawing CS/G/6/5.

W401 and W402 signs will only be affixed by means of two galvanised steel bolts through the face of the sign and pole.

**B5609 MEASUREMENT AND PAYMENT**

<b>Item</b>		<b>Unit</b>
-------------	--	-------------

<b>B56.01</b>	<b>Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:</b>	
---------------	---	--

**(c) Pre-painted galvanised steel plate (1.2mm chromadek or approved equivalent)**

*Replace subitems (i) to (iii) with the following:*

“(i) Sign type and size to be specified separately ..... number (No)”

*Replace the first paragraph after item (e)ii with the following:*

“The unit of payment will be the number of completed sign boards.”

## SECTION 5700 : ROAD MARKINGS

### B5702 MATERIALS

#### (b) Road studs

*Add the following:*

“Permanent road studs used on this Contract shall be as specified in the drawings or similar approved. The road studs used shall as far as possible match existing road stud materials”

### B5706 SETTING OUT THE ROAD MARKINGS

*Add the following before the first paragraph:*

“In accordance with the project specifications and prior to any obliteration of the existing road markings by sealing, patching or rehabilitation measures, the Contractor shall prepare and submit reference drawings to the Employers Agent, showing the position of existing road markings relative to control markers or reference beacons placed along both sides of the road carriageway. No additional payment shall be made for this referencing work.”

*Add the following before the third paragraph:*

“After completion of the seal, the position of the road markings shall be set out and re-established as directed by the Employers Agent from the established reference beacons or control markers placed along both sides of the road.”

### B5707 APPLYING THE PAINT

*Add the following:*

“During the period between the obliteration of the existing and the application of new road markings, the Employers Agent may order that temporary road marking be carried out for the accommodation of traffic. Pre-marking in accordance with Clause 5706 of the Specifications except that paint spots of approximately 25mm in diameter should be used.

Unless otherwise prescribed by the Employers Agent, temporary road marking shall be completed before a particular section of road is opened to traffic.

Note, all paint used shall contain reflective glass beads.”

### B5708 APPLYING THE RETRO-REFLECTIVE CEMENTITIOUS ROAD MARKING COMPOUND

*Add the following:*

Retro-reflective cementitious road marking compound shall meet the following minimum requirements:

Standards:	SANS 7321
Thickness:	2mm
Skid resistance:	greater than 40 BPA
Retro reflectivity:	greater than 150 mcd/m <sup>2</sup> ' lux
Drying time:	less than 45 minutes
Compressive strength:	58-60 m.p.a@24 hrs
Density:	2.2 kgs/m <sup>2</sup>
Product mix:	glass beads, cementitious powder, activator

#### General

The laying of Retro-reflective Cementitious Road Marking Compound (hereafter referred to as *permanent road marking*) must be in accordance with the South African Road Traffic Signs Manual and is regarded as Specialist Work.

Applied *permanent road marking* shall be durable and be expected to last for a minimum period of 5 years (60 months) reckoned from the completion date of the Contract and irrespective of traffic volume. Consequently, a five (5) year maintenance period is applicable.

*Permanent road marking* material shall comply with SANS 7321 and be delivered at the site in sealed containers bearing the name of the manufacturer and the type of material and the contractor shall at his own expense provide samples for testing as required by the Employers Agent.

Permanent road marking shall not be applied to a damp surface or at temperatures lower than 10° when the relative humidity exceeds 90% or when, in the opinion of the Employers Agent, the wind strength is such that it may adversely affect the road marking operations.

#### Surface Preparation

Before the permanent road marking material is applied, the surface shall be clean and dry and completely free from any soil, grease, oil, acid or any other material which will be detrimental to the bond between the permanent road marking and the surface. The surface where the permanent road marking is to be applied shall be properly cleaned by means of degreasing by combination of high pressure water and an approved degreasing agent or other approved method.

Where the road markings are to be applied to a new bituminous surface, the Contractor shall ensure that the surface to be painted has hardened sufficiently to enable the satisfactory application of the permanent road marking.

Where road markings are to be applied to a concrete pavement, loose particles shall be removed prior to application of the permanent road marking material.

### **B5709 ROAD STUDS**

*Replace the third and fourth paragraph with the following:*

“Permanent road studs shall be fixed after the painting of the road lines. Fixing shall be strictly in accordance with the manufacturer’s recommendations.

Prior to the application of the surface treatment, all existing road studs shall be adequately protected by covering with polyethylene sheeting at least 0,25 mm thick, specially reinforced paper or other approved material. Any existing road stud stained by bitumen shall be removed and replaced, unless all such bitumen is completely removed so as not to show any stains. Painting over stained road studs is strictly prohibited.

During laying of aggregate chips, rolling and brooming care shall be taken to protect all existing road studs against damage or breakage. The protective covering of existing road studs shall be firmly held in place during the reseal operation and shall only be removed after all rolling and brooming has been completed and prior to opening to traffic.

The Contractor shall replace at his own cost any road studs that have been stained and cannot be cleaned entirely or damaged by constructional activities.

Where ordered by the Employers Agent, the Contractor shall remove the existing road studs prior to the application of the surfacing seal. A sharp blow from a hammer and chisel at the epoxy base should be sufficient to dislodge the reflectors. Armourlite studs may be broken off flush with the road surface and the resulting broken glass removed from the road. All studs shall be removed from the road to the satisfaction of the Employers Agent. Any damage to the existing road shall be satisfactorily repaired by the Contractor at no extra payment.

Where ordered by the Employers Agent, temporary road studs shall be installed on completion of each section of seal prior to opening to traffic, installation and fixing to the road surface shall be strictly in accordance with the manufacturer’s instructions and positioned such that the reflective face is square to a line parallel to the road centre line. Spacing of temporary road studs shall be at 48 metre centre to centre distance unless otherwise ordered by the Employers Agent. The Contractor shall maintain the temporary road studs in position, until the permanent road marking has been completed.”

### **B5711 GENERAL**

*Add the following:*

“If ordered by the Employers Agent, the Contractor shall apply a further application of paint to all road marking on the site of works within the maintenance period.”

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<b>C3.3 SECTION C: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS</b>
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**SECTION C: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

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## **C1 INTRODUCTION**

### **C1.1 List of Abbreviations**

CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
DoT	Department of Transport of the Eastern Cape Provincial Government
DME	Department of Mineral and Energy
DMR	Department of Mineral Resources
DoL	Department of Labour
DSTI's	Daily Safe Task Instructions
EA	Employers Agent
EAR	Employers Agents Representative
EEA	Employers Environmental Agent
FEMA	Federated Employers Mutual Association
H&S	Health and Safety
HIRA	Hazard Identification Risk Assessment
MH&SA	Mine Health and Safety Act No. 29 of 1996 (as amended)
OHS	Occupational Health and Safety
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPC	Personal Protective Clothing
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SMME	Small, Micro, Medium Enterprise
SoP's	Safe Operating Procedures
SWP	Safe Work Procedure
TMS	Technical Method Statement
WCC	Workman's Compensation Commissioner

### **C1.2 Definitions**

The definitions used will be those set out in the Regulation Gazette No 37305 of 7<sup>th</sup> February 2014 with the following additions or amendments;

**Client:**

Hereafter referred to as the Employer in terms of the Contract.

**Employers Agent:**

Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.

**Hazard Identification and Risk Assessment (HIRA) and Risk Control:**

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operational phases.

**Induction Training:**

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

**Mine:**

Any excavation from which material (soil, gravel, stone etc.) is taken for use on the construction site.

**Site:**

Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Engineer.

**The Act:**

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

**Health and Safety Plan:**

The Pre-Construction Health and Safety Plan is the foundation upon which the health and safety management of the construction phase of a project needs to be based.

**C1.3 Key Role-Players**

Client	DoT represented by the Head of Department and/or such other person or persons, authorised thereto in writing.
Designer / Engineer	As appointed in terms of the Contract. The Designer/Engineer as referred to in CR6 is hereafter referred to as the Employers Agent.
CHS Agent	As appointed by the Employer in terms of CR5(5) of the OHS Act
Principal Contractor	As appointed in terms of CR5.1(k) of the OHS Act.
Contractor	A Contractor appointed by the Principal Contractor in terms of CR7.1(c)(v)of the OHS Act.

**C1.4 Key References**

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)  
Mine Health and Safety Act and Regulations No. 29 of 1996 (as amended)  
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)  
Committee of Land Transport Officials (COLTO) South African Roads Specifications for Road and Bridge Construction  
South African National Standards  
General Conditions of Contract 2015 (GCC) Edition 3  
Traffic Safety Manual (SARTSM) Chapter 13, Volume 2 of 1999  
Road Traffic Act No. 93 of 1996 (as amended)

**C2 PURPOSE OF THIS PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (PSHSS)**

This PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues be identified that could not have been foreseen during the design phase of the project.

**C2.1 Preamble**

The Department of Transport DoT is tasked to provide infrastructure within the Eastern Cape including the construction of roads and civil structures.

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Each year fatalities and serious injuries mar the reputation of the Construction Industry. The DoT has a responsibility to limit such injuries by ensuring a zero tolerance approach to Contractors and those affiliated to a particular project. Thus a high premium is placed on the Health and Safety DoT stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the DoT and relevant stakeholders have toward its employees are captured in this document. The responsibilities stem from both moral, civil and a variety of legal obligations.

The Principal Contractor is to take due cognisance of the above statement.

This PSHSS is a performance specification to ensure that the DoT and any bodies that enter into formal agreements with the DoT, i.e. Engineers, Principal Contractors (PC) and Contractors, achieve an acceptable level of OHS compliance.

No advice, approval of any document required by this PSHSS (i.e. hazard identification and risk assessment, action plans) or any other form of communication from the Client shall be construed as an acceptance by the Client. Nor shall such communication relieve or absolve the PC from any obligation or from achieving compliance with legal requirements. The PC remains responsible for achieving the required performance levels.

### **C3 IMPLEMENTATION OF THE PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (PSHSS)**

This PSHSS forms an integral part of the Contract, and the Principal Contractor is required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS is to be available for each level of Contract and Contractor, and must be complied with.

This PSHSS must be read in conjunction with the OHSA, its Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. is detailed in the tender document, and is to be taken into account when developing the H&S Plan and associated documentation.

The Employers baseline design risk assessment is included, as is a summary of risks identified. Refer to **Annexure J** in these specifications

#### **C3.1 Summary of Risks Identified During Design**

- C3.1.1 General Requirements and Provisions (Series 1000)
- C3.1.2 Drainage (Series 2000)
- C3.1.3 Earthworks (Series 3000)
- C3.1.4 Asphalt Pavements and Seals (Series 4000)
- C3.1.5 Ancillary Roadwork's (Series 5000)
- C3.1.6 Structures (Series 6000)
- C3.1.7 Sundry Structures (Series 7000)
- C3.1.8 Sundries (Series 8000)
- C3.1.9 Specified Hazardous Chemical Substances

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S Plan and OHS BoQ for approval. Further to this, the PC must ensure that a similar system must be implemented between all their Contractors and Suppliers.

### **C4 REQUIREMENTS AT TENDER STAGE**

#### **C4.1 Documentation required from the Tenderer;**

- C4.1.1 Declaration – Fulfilment of the Construction Regulations 7<sup>th</sup> February 2014 and any subsequent additions

- C4.1.2 OHS BoQ - Adequate pricing for Occupational Health and Safety is required, and the appropriate section in the BoQ is to be completed.

These documents can be found in the Tender Document and are to be completed by the tenderer where applicable. These documents shall be deemed to form part of the returnable Contract Documents.

## **C5 REQUIREMENTS PRE-COMMENCEMENT OF WORKS**

### **C5.1 Documentation required from the Principal Contractor;**

C5.1.1 The successful tenderer must provide a Project Specific Health and Safety Plan within 14 days of the award of the tender. Refer to “**Annexure A**” in these specifications.

C5.1.2 Mandatory Agreement “SECTION 37.2”

### **C5.2 Documentation required from the Employers Agent;**

C5.2.1 Construction Specification and Scope of Works

C5.2.2 Contract Construction Drawings

C5.2.3 Geotechnical Reports

### **C5.3 Documentation required by the Employer or his/her appointed CHSA;**

C5.3.1 Letter of Approval of the PC’s OHS Plan.

C5.3.2 Application for a Permit to do “CONSTRUCTION WORK ANNEXURE 1”

The application will not be submitted until the PC’s OHS Plan has been approved by the Client/CHSA and the Annexure 1 – Application for a Permit to do Construction Work being correctly completed by the Client/CHSA and the PC.

The Client or his/her appointed CHSA shall submit all the relevant documentation to the Provincial Director of the Department of Labour (DoL) once the OHS Plan has been approved, with the form as in Annexure 1 of the Construction Regulations-2014.

The following needs to be submitted with the Annexure 1 (but not limited to)

- Baseline risk assessment
- H&S Specification
- Approved H&S Plan
- Appointment letter for the Construction manager and Construction health and safety officer together with certified copies of the identity document and training certificates.  
Registration certificate of the CHSO from the SACPCMP
- Letter of award from the Client
- Approved drawings
- Appointment letter as per CR 5(1) (k)

The site-specific Construction Work Permit Number must be displayed conspicuously at the main entrance to the site on its own. The size of the permit board should be clearly visible from a distance of 20 meters the site-specific number is not transferable.

The Principal Contractor must keep a copy of the construction work permit in the health and safety file. Should any changes be made to the Construction manager and Construction health and safety officer as per the submitted construction work permit, the Principal Contractor must provide the replacement persons documentation for approval to the CHSA.

## **C6 REQUIREMENTS FOR COMMENCEMENT OF THE WORKS**

No work may commence until the following has been complied with;

- Work Permit issued by the Department of Labour to the Employer/CHSA

- An acknowledgement letter must be signed by the Principal Contractor on receipt of Construction Work Permit from the Employer/ CHSA

## **C7 REQUIREMENTS DURING THE CONSTRUCTION STAGE**

### **C7.1 Requirements from the Principal Contractor**

- C7.1.1 Compilation and continuous updating of the H&S Plan. Refer to “**Annexure B**” in these specifications
- C7.1.2 Action plans as well as close out reports for all non-conformances issued by the Employer, his/her Agent, CHSA or any other parties who have the necessary powers to conduct legal inspections on the construction site
- C7.1.3 Construction Appointments. Refer to “**Annexure C**” in these specifications.

### **C7.2 Requirements from the Employer/CHSA**

- C7.2.1 Conduct at least a monthly or more frequently if deemed necessary OHS Compliance Audit of the PC’s H&S File as well as the Works
- C7.2.2 All activities on the site and all appropriate documentation will be monitored and reported on to the Client, Engineer and PC.
- C7.2.3 Discuss all findings of an audit with the PC and/or his/her representative
- C7.2.4 Submit an audit report with findings within seven (7) days of the actual audit taking place
- C7.2.5 Issue the PC with a non-conformance report within seven (7) days for action by the PC
- C7.2.6 Non-conformance close out to be completed within 3 days of issue of audit report.
- C7.2.6 Penalties or work stoppage instructions will be issued where appropriate.
- C7.2.7 Communication between the CHSA and the PC will be through the Employers Agent.

## **C8 APPOINTMENTS**

### **C8.1 Appointment of Competent Site Personnel**

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site personnel for the duration of the contract. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Construction Manager (OHSA 16.2. and CR8.1)

In terms of the OHSA the PC is required to make the following minimum appointments for the duration of the Contract (or part thereof).

#### **C8.1.1 Construction Manager (CR8.1)**

- Appointment of the Construction Manager (CR8.1) is subject to approval by the Employer in terms of the Contract Data
- In the absence of the CR8(1) an alternate manager suitably qualified shall be appointed to manage the site.

#### **C8.1.2 Assistant Construction Managers (CR8.2)**

Appointment of Assistant Construction Manager(s) (CR8.2) is subject to the size and complexity of the Contract as determined by the PC.

#### **C8.1.3 Construction Work Supervisors (CR8.7)**

Appointment of construction work supervisors shall be concluded by the construction manager for construction activities.

#### **C8.1.4 Construction Health and Safety Officer (CR8.5)**

PC’s H&S obligations

For this Contract it is a requirement that the PC appoint at least one (1) approved full-time CHSO to manage the on site OHS for the duration of the Contract.

The above CHSO's will report directly to the Construction Manager and The PC's Construction Health and Safety Manager.( if applicable)

#### SMME Contractor(s) H&S obligations

Furthermore to the above the PC is required to appoint an additional at least one (1) approved full-time CHSO to manage the appointed SMME work packages on site for the duration of the works.

Please note that the full time CHSO appointed to manage the H&S obligations of the SMME Contractor(s) shall be assisted by Health and Safety Representatives (as referred to in "Clause C8.2.2" of this specification) as appointed by the SMME Contractor(s).

The SMME CHSO will report directly to the PC CHSO.

CHSO's CV's , qualifications and SACPCMP registration certificates are to be submitted to the Engineer and CHSA for approval.

Candidate Construction Health and Safety Officers will not be accepted.

#### **Approval of the CHSO's is subject to the following minimum requirements:**

- Professionally registered with the South African Council for the Project and Construction Management Professions (SACPCMP) at a minimum as a Professional Construction Health and Safety Officer (Pr CHSO).
- Accredited Qualifications regarding the Occupational Health and Safety Act Procedures and Regulations.
- Valid South African driver's license
- Minimum two (2) years' experience related to Health and Safety on road construction projects.

#### **The PC is required to provide each of the approved CHSO's with the following minimum resources:**

- Suitable dedicated construction vehicle
- Mobile phone and airtime
- Computer with internet access and printer
- Camera with; Time, Date and GPS stamp facilities
- Vehicle dash camera for daily site video recording. (Allow for digital storage capacity)
- Two way radios for communication
- Any other equipment or facilities to enable him/her to carry out their duties effectively

#### **Restrictions applicable to the approved CHSO's:**

- May not be appointed or be responsible for any other work activity on site.
- May not be appointed as the Traffic Safety Officer in terms Clause B1502 (i), Section B, Part 3 of 4 of the Contract.

In the case of a contract where Contractors are employed, the CHSO must have the competence to evaluate the Contractors Health and Safety Plans.

The Construction Manager assisted by the CHSO's will be held responsible for all H&S on the project. Senior Site Staff, Supervisors and Contractors are to follow systems, instructions etc. given by the CHSO at all times. No new workers or Contractors may commence work without the required site inductions and approval of the H&S Plan as submitted by Contractors.

#### **The CHSO will be responsible for ensuring that daily Traffic Management is adequately managed for the entire construction site.**

A monthly report compiled by the CHSO of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the CHSA and the CHSO. Refer to "Annexure G" in these specifications.

The CHSO will be responsible for collating the H&S documentation (electronically) at the close out of the project. A list of the typical aspects are included in these specifications. Refer to “**Annexure D**” in these specifications.

## **C8.2 Health and Safety Representatives and Committee (OHS Act 17 & 19)**

C8.2.1 H&S Representatives are to be appointed following the start-up of the project, to be made up from both Principal Contractor, Contractors and Local Labour. Representatives from local labour can be appointed to represent such labour for the duration of the contract. Local labour should not be responsible for H&S duties unless appropriate training has been provided and the CHSO deems such labour competent to do so. Development in H&S of such labour would be an advantage to the community and the PC. H&S Representatives are to be actively involved with H&S and serve on the H&S Committee.

The CHSO shall ensure that there is a H&S Committee made up of active site staff and H&S Representatives, representing each work area, including all Contractors. Meetings will be held at least monthly, and more frequently if so instructed. Key site staff is to be appointed. Issues arising from the CHSA audits are to be discussed, as well as all H&S related issues.

Minutes are to be distributed and discussed among all workers and Contractors and records kept thereof.

H&S Committee Meetings are to be held in the first week of each month

C8.2.2 The Health and safety Representatives as appointed by the SMME Contractors will also be required to train Safety Representatives for their respective works packages in the following fields to assist the CHSO appointed to manage the H&S for the SMME’s

- Safety Representative
- HIRA
- Incident Investigation
- Level One First Aid
- Basic Fire Fighting

## **C8.3 Appointment of Competent Contractors (CR7.3)**

C8.3.1 The Principal Contractor is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. A register of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The CHSO is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- No Contractor may work under the PCs Compensation Registration Number. If required the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without the following documentation in place:
  - \* The Contractor is to have an appointment letter
  - \* Mandatory (37.2) agreements between parties in place.
  - \* Valid letters of Good Standing or proof of application (not older than 3 months)
  - \* OHS Plan Approval Letter issued by the PC

C8.3.2 The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc.). Cognisance is to be taken of the level of risk involved and the CHSO is to ensure the level of H&S documentation is appropriate:

Mandatory Agreements in place

Letter of Good Standing  
TMS and Risk Assessments  
Competencies for drivers and operators of delivery vehicles

## **C9 GENERAL RISK MANAGEMENT**

### **C9.1 Health Risks and Medical Surveillance**

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed as per **Annexure I** and issued by an Occupational Health Practitioner CR7.8.

Medical surveillance will commence at pre-employment. All workers (including Professional Team, Principal Contractor and Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work. Annual medical surveillance is required (unless identified as being required more frequently), as well as an exit medical.

Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems, and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests);
- Spirometry (lung function testing);
- Chest X-rays;
- Liver function testing (volatiles), and
- Any other tests identified as relevant

#### **C9.1.1 Noise Risks**

All plant and equipment is to be measured for noise levels as soon as the majority of plant is on site (including Contractors construction plant and equipment).

The CHSO shall provide a list of all plant on site with their individual noise levels as assessed. Findings are to be discussed at the H&S Committee and H&S Representatives and Supervisors are to ensure that noise zones are identified and wearing of the appropriate PPE is enforced.

#### **C9.1.2 General Environmental Conditions**

Any spillages of substances which could be toxic to persons must be dealt with adequately. The PC must include his spillage procedure in the OHS Plan in the OHS File.

### **C9.2 Emergency Procedures**

Attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The CHSA approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan must be updated should new information or risks be identified.

First aiders shall be available in each working team, and be able to work as a team when responding to any emergency on the project.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator and wardens;
- Lists of first aiders, and
- Requirement in terms of identified risks:
  - Fire;
  - Explosions;
  - Falls from heights, and
  - Motor vehicle accidents.

The emergency plan is to ensure the inclusion of relevant local service providers. Such arrangements should be made with these persons prior to the commencement of the project. Local emergency telephone numbers must be displayed and made part of the emergency procedure.

#### C9.2.1 First Aiders and First Aid Equipment

Competent, trained First Aiders are to be formally appointed for the project. If the project is in a remote area, at least 3 workers are to be trained to Level 3. In urban areas and close to medical assistance 2 Level 3 first aiders are required. First aiders are to be available at all times and be able to cover each working team. Further first aiders from the community or SMMEs, if not already accredited, are to be sent for SAQA accredited first aid training. Contractors are expected to ensure compliance and manage their own first aiders and equipment.

The PC shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least the requirements to manage the type of emergencies identified. All Supervisors are to carry a Regulation 3 first aid kit in their vehicles at all times.

#### C9.2.2 Fires and Emergency Management

The PC shall ensure that any fire risks will be managed appropriately. Trained fire fighters shall be appointed at offices or areas where fire risks are deemed high. The emergency plan shall include the risk of fire at site camps, on site and related to any specific activities.

Fire extinguishers are to be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. Every item of heavy plant, e.g. Graders, TLBs, Rollers etc., must be fitted with at least a 4.5Kg DCP fire extinguisher.

#### C9.2.3 Incident Management and Compensation Claims

The PC will ensure there is a management system to investigate all incidents. All serious incidents involving any form of disabling injury or fatality are to be reported to the Engineer and CHSA telephonically immediately. This shall be confirmed in writing as soon as possible after the incident. Full details are to be included in the H&S meetings, and each site meeting. The details are also to be included in the CHSO monthly report.

### **C9.3 Personal Protective Equipment (PPE) and Clothing (PPC)**

The wearing of the identified SANS approved PPE and PPC at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors and other PCs) are issued with and shall wear PPE/PPC as per the OHS BoQ.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors.

### **C9.4 Occupational Health and Safety Signage**

On-site H&S signage is required. Signage shall be posted up at the appropriate fixed or temporary working areas, on scaffolding, and other potential risk areas/operations including vehicles. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed signage is required.

Signage is to include (but not be limited to) the following:

- 'no unauthorised entry';
- 'report to site office';
- 'site office';
- 'beware of overhead work';
- 'hard hat area' or other PPE / PPC requirements noted;
- First aid box positions (including vehicles), and
- Fire extinguishers

Signs shall be posted permanently or temporarily at areas of work onsite indicating that a construction site is being entered and that persons should take note of safety requirements.

The Contractor shall establish a system for controlling and recording entrance to the Site Office and camp area, which shall include a visitors site induction

#### **C9.5 Induction of Employees and Visitors, General H&S Training**

A formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors to the site. Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training are to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof of their induction is supplied.

#### **C9.6 Testing Laboratory and the use of Radioactive Equipment**

A joint laboratory may be required, or a service provider will be appointed for the project. The service provider will be seen as a Contractor, or where appointed as a joint laboratory, as a PC. All the H&S rules and requirements are to be met. Where appointed as a PC, the CHSA will be responsible for approving the initial H&S plan and ensuring on-going compliance. All other requirements of the construction PC are to be met. Each PC is to be familiar with the H&S rules of each party. Mandatory Agreements, Inductions and Emergency requirements among other are to be addressed and managed to ensure limitation of H&S risks.

The use of radioactive equipment for the measuring of compaction parameters shall conform to the requirements of the "Code of Practice for the safe use of soil moisture and density gauges containing radioactive sources" as published by the Department of Health: Directorate: Radiation Control Soil revised September 2001. TMS, risk assessments and the appropriate training will be required.

#### **C9.7 Use of Support Work, Scaffolding and other Temporary Works**

Where temporary works are envisaged on the project, these must be properly designed and signed off by a competent person. In these instances a competent person is defined as a Professional Engineer (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer. Where the scaffolding, and /or support work is to be supplied and designed by a specialist company, care must be taken to comply with all the requirements of the supplier. Records and registers are to be properly completed and kept in the H&S file.

All formwork must be designed and approved by a competent person.

#### **C9.8 Quarries, Borrow Pits, Crushers, Blasting and Batch Plants**

It must be noted that the use of quarries and borrow pits falls under the Mine Health and Safety Act 29 of 1966 and its Regulations. Work in these areas must comply with these requirements and separate appointments and CoP's will be required.

Where single or multistage crushers are established on site, for quarries or borrow pits, the requirements of the MH&SA as well as the OH&SA and Regulations shall apply.

The Department of Mineral Resources (DMR), as well as the CHSA will carry out audits on this aspect of the project. Non-conformances raised by either party will require closeout within specified time periods negotiated at the time.

All blasting must comply with the Explosives Act No. 15 of 2003 and the OHS Act and MH&SA or other legislation as applicable.

Blasting activities will only be allowed to take place from Tuesday's to Thursday's between the hours of 09:00 and 15:00. These times are to include the actual blast as well as clean-up of material.

If any blasting activities are to take place within 500m of any Eskom installation, including sub-stations and power lines. The Principal Contractor will be required to notify the local Eskom Depot Manager in writing seven (7) days before the blasting is to take place. This is due to Eskom having their own regulations regarding blasting in the vicinity of their installations

TMS and Risk Assessments will be required before blasting will be permitted. The Engineer and CHSA will be required to approve the arrangements. Should a blasting Contractor be used, the requirements relating to the management of Contractors shall apply. A Blasting Application is attached, refer to "**Annexure F**" in these specifications.

### **C9.9 Management of Plant and Equipment**

A substantial amount of large plant and equipment will be used. Close control of the PCs plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available during the CHSA's audit. Copies of all daily inspection records are to be retained in the H&S file. Registers are not to be more than 1 week behind. Plant Hire or Haulage Contractors are to comply with the requirements, and comply with all H&S standards for the project. All supervisory vehicles and construction plant are to be fitted with beacon/s capable of emitting an intermittently-flashing amber light in any direction.

All operators on site are to be competent and medically fit.

The following documentation is to be supplied for each operator on site:

- Valid medical certificate issued by an OH Practitioner and Annexure 3
- Valid driver's licence
- Applicable PrDP for vehicle or plant
- Appointment letter
- Competency certificate for the specific vehicle or plant to be operated

Movement of plant in closures and in confined working areas is to be closely monitored and managed by the CHSO and CTSO and Supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly.

### **C9.10 Excavations**

Steep slopes require careful management. A Geotechnical report is available and is to be utilised to assess ground conditions. Shoring may be required, where indicated in the Geotechnical report or by the Engineer. The PC is to ensure that the Community Liaison Officer (CLO) and the local community, schools and general public are aware of the dangers of open excavations.

All excavations are to be securely barricaded at all times. Only barrier netting will be allowed. Initial barricading will be the responsibility of the Excavation Inspector. Once the excavations have been barricaded this information will be submitted to the CHSO for continuous monitoring. Continuous monitoring of all barricading around excavations will be the responsibility of the Excavations Inspector CM, CHSO and CTSO.

#### **C9.11 Inclement Weather**

High levels of humidity and temperatures during the summer months may be experienced. Workers are at greater risk of heat exhaustion where the discomfort index rises above 100. A weather station has been allowed for to monitor temperature and humidity specifically. Should the discomfort index rise above 105, work may be partially or totally stopped.

During winter in areas known for cold weather, notice must be taken of the wind-chill factor. Workers must be supplied with adequate protective clothing and shelters provided as necessary.

Flooding may occur during the rainy season. High winds may be experienced and to limit dust or danger when working at heights, a wind speed should be set at which work may be stopped or the workers in an affected area moved.

The emergency plan is to include how these and other weather extremes identified are to be managed. The general aspects as detailed in the Environmental Regulations will be applied.

All decisions regarding work stoppage will be decided between the PC, the CHSO and the Engineer.

#### **C9.12 Internal Auditing**

The PC will ensure that all their Contractors are internally audited by the CHSO at least monthly prior to the CHSA monthly audit by the CHSO and these audit reports are to be available for perusal by the CHSA during the audit.

The PC audits may be done more frequently where short term contracts are in place, or deemed high risk. Audit results will be acted upon and non-conformances and penalties issued. The Client, Engineer or CHSA may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site. Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant.

#### **C9.13 Communication on Site**

All communication on site will be done through the Engineer to the PC and be in writing, including the issue and responses to non-conformances and H&S audit results.

#### **C9.14 Care of Workers on Site (Welfare)**

Toilets for each sex where applicable, will be within reasonable distance of workers, or placed with each working team in safety, with reasonable privacy. Only bacterial or enzyme based products may be used in portable toilets; the use of products containing Formaldehyde is not allowed. The ratio of portable toilets on site will be a minimum of 1:30. Daily cleaning and increased removal of waste may be required if deemed necessary. Proof of safe disposal of waste will be required. Waste Removal Contractors or the PC are to ensure the appropriate H&S systems are available to limit exposure to sewage.

Hand washing facilities will be provided. The Environmental and Facilities Regulations will be adhered to at all times.

#### **C9.15 Discipline, Alcohol and Substance Abuse**

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

#### **C9.16 Electrical Equipment**

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected, they should be so placed as to avoid damage especially if they cross portions of the site. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical “lock out” system which will prevent any operation other than that authorized by a supervisor. A “lock out” sign shall be displayed when the apparatus is not in use.

TMS and Safe Work Procedures will be required for all work involving electrical apparatus.

The relevant certificate of compliance (COC) must be issued for the site camp and any other establishment with regards to the project.

#### **C9.17 Traffic Accommodation**

Traffic accommodation is covered under section 1500 of the COLTO specifications which form part of this contract and as amended by the requirements listed in the Amendments to the Standard Specification.

Traffic accommodation drawings will be according to SARTSM Chapter 13 Volume 2, and any changes suggested or required are to be discussed with the Engineer.

Speed controls must be clearly stipulated and managed.

Speed limits must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the Engineer and/or CHSA. Additional care must be taken where workers and construction traffic interface. This should be in the form of trained competent flag persons to direct vehicular traffic and adequate signage as directed by the Engineer.

#### **C9.18 Transportation of Workers to and on Site**

Transportation of workers shall comply with the relevant legislative requirements. Vehicles used to transport workers to, from, or on site, shall have secure seats with seat belts and be covered. No equipment or materials shall be transported in the same vehicle at the same time as workers.

The CTO's and their teams are to have vehicles which are designed to safely transport employees as well as equipment at the same time. Preferably crew cab type vehicles.

Tenderers must indicate in their OHS Plans what type of transport is envisaged for the general employees and how this will be managed.

### **C10 HEALTH AND SAFETY FILE CLOSEOUT AT THE END OF THE PROJECT**

The H&S File shall be closed out following the hand-over of the project.

For closeout requirements refer to “**Annexure D**” in these specifications.

**C11 NON-CONFORMANCES**

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

<b>Minor Penalty: R500.00 / count</b>	<b>Medium Penalty: R1000.00 / count and a non-conformance</b>	<b>Severe Penalty: R5000.00 / count, a non-conformance and / or activity stoppage</b>
Non-use of PPE supplied	Toilets not supplied or regularly serviced Lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S TMS	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off / not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved TMS	

**C11.1 Failure to Comply with Provisions**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer or the Client's H&S Agent, shall be sufficient cause for the engineer to apply penalties as follows:

- C11.1.1 A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.
- C11.1.2 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 non-conformance within the allowable time after a site instruction to this effect has been given by the ER or Engineer. The site instruction shall state the agreed 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.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE AS WELL AS ANY OTHER LEGAL REQUIREMENT WILL BE CONSIDERED A SERIOUS OFFENCE.**

**C12 MEASUREMENT AND PAYMENT**

Payment items to cover the Principal Contractor's cost related to Occupational Health and Safety Compliance are included in the bill of quantities. These items are described under SCHEDULE A – GENERAL in SECTION C: OCCUPATIONAL HEALTH AND SAFETY in SECTION C : OCCUPATIONAL HEALTH AND SAFETY.

**Item** **Unit**

**C10.01 Preparation of Principal Contractor's site specific Health and Safety Plan .....lump sum**

The lump sum tendered shall include full compensation for the Principal Contractor to prepare and submit, for approval by the Employer's Health and Safety Agent, a site specific health and safety plan as detailed in these specifications.

Payment of the once-off tendered lump sum shall be made only once the Employer's Agent has issued the instruction to commence the works.

**Item** **Unit**

**C10.02 Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations .....lump sum**

The lump sum tendered shall include full compensation for the Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations as detailed in these specifications.

Payment of the once-off tendered lump sum shall be made only once the Employer's Health and Safety Agent has verified that the Principal Contractor has fulfilled the required initial obligations.

**Item** **Unit**

**C10.03 Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations .....month**

The tendered rate per month represents full compensation for that part of the Principal Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations which are mainly a function of construction time.

The tendered rate will be paid monthly, pro-rata for parts of a month, from the date on which the Employer’s Agent issue the instruction to commence the works to the date on which the Employer’s Agent issue the Certificate of Completion in terms of the contract.

Payment shall be made when the Employer’s Health and Safety Agent has verified the Principal Contractor’s compliance as part of his monthly audit report.

**Item** **Unit**

**C10.04 Provision of personal protective equipment (PPE):**

(a to ....) As per Bill of Quantities..... number (No)

The unit of measurement shall be the number of each type of PPE, specified in the bill of quantities, issued to local labours employed by the Principal Contractor in terms of the contract.

The tendered rate shall include full compensation for the procurement, delivery, storage, issuing and maintenance (replacement PPE) of all PPE required by local labours of the Principal Contractor. Payment shall be based on first time issuing of PPE, specified in the bill of quantities, to local labours employed by the Principal Contractor in terms of the contract. The issue register for PPE as kept by the Construction Health and Safety Officer shall be used to verify quantities of PPE claimed under this item.

General:

Only first PPE items, specified in the bill of quantities, issued to local labours employed by the Principal Contractor shall be paid for under this pay item. Replacement PPE issued to local labours shall not be paid for under this pay item and the cost thereof shall be deemed to be included in the rate of each type of PPE as specified in the bill of quantities. Any other PPE, not specified in the bill of quantities, issued to local labours such as standard overalls and standard workshop safety equipment shall be at the Principal Contractor’s own cost.

The cost of required PPE for the Principal Contractor’s site staff, operators and skilled labours shall be at the Principal Contractor own cost.

**Item** **Unit**

**C10.05 Provision of full time Construction Health and Safety Officer:**

- (a) To manage the Principal Contractor’s H&S obligations on site (No. required).....month
- (b) To manage the appointed SMME’s H&S obligations on site (No. required).....month

The tendered rate per month represents full compensation for providing full time Construction Health and Safety Officer(s) in terms of these specifications; to manage the Principal Contractor’s H&S obligations on site for subitem C10.05(a) and to manage the appointed SMME’s H&S obligations on site for subitem C10.05(b).

The tendered rate shall include full compensation for employment of full time Construction Health and Safety Officer(s) in terms of these specifications, overheads, provision of transport and all other equipment and resources necessary to carry out their duties effectively.

The tendered rate will be paid monthly, pro-rata for parts of a month for:

Subitem C10.05(a), from the date on which the Employer’s Agent issue the instruction to commence the works to the date on which the Employer’s Agent issue the Certificate of Completion in terms of the contract

Subitem C10.05(b), from the date on which the first SMME is appointed by the Principal Contractor to the completion of the last SMME works.

**Item** **Unit**

**C10.06 Costs of medical certificates and medical surveillance:**

- (a) Initial (baseline) medical, including audiometric and lung function testing .....Number (No)
- (b) Annual or Periodic examinations .....Number (No)
- (c) Exist examinations .....Number (No)

The unit of measurement shall be the number of medical testing and surveillance of local labours employed by the Principal Contractor in terms of the contract.

The tendered rates shall include full compensation for the obtaining of baseline, periodic (at least annually) and exit medical certification and conducting medical surveillance for all workers and especially operators of construction vehicles and mobile plant as contemplated in CR 23; Workers at Heights CR16 and workers exposed to hazardous chemicals including bituminous fumes under Regulation 7 of the HCSR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-Induced Hearing Loss Regulations, as stipulated above.

Chest X-rays will be required in the case of local labours who may be exposed to high concentrations of dust (silica) working in the quarry and/or borrow pits

Medicals and medical surveillance of the Principal Contractor’s site staff, operators and skilled labours shall be at the Principal Contractor’s own cost.

<b>Item</b>	<b>Unit</b>
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**C10.07 Environmental monitoring:**

- (a) Air quality monitoring.....Number (No)
- (b) Compliance with Amendment of the Occupational Exposure Control  
 Limit for Silica in Table 1 of the Hazardous Chemical Substances  
 Regulations (February 2010) .....Number (No)
- (c) Air sampling in situ .....Number (No)
- (d) Analysing sample .....Number (No)
- (e) Tests on workers .....Number (No)

The unit of measurement shall be the number environmental monitoring, sampling and testing required in terms of the contract.

The tendered rate shall include full compensation for testing and monitoring the environment in respect of general health hazards including the presence of hazardous chemicals, as required by the Construction Regulations and the Mine Health and Safety Act. Furthermore the costs shall include for all air monitoring, air sample testing and tests on workers for silica exposure as required by the above amendment. It should be noted that these items must be under the control of an authorised inspection authority which would normally be a registered H&S Hygienist or Occupational Health Practitioner familiar with the Hazardous Chemical Regulations and include for all necessary costs in this regard including travelling to and from site and all required reporting.

<b>Item</b>	<b>Unit</b>
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**C10.08 Establishment of noise zones .....Number (No)**

The unit of measurement shall be the number of noise zones established on site in terms of Regulation 9, of the Noise-Induced Hearing Loss Regulations.

The tendered rate shall include full compensation for establishment of noise zones on site, including any workshops, in terms of Regulation 9, of the Noise-Induced Hearing Loss Regulations.

All equipment established on site by the Principal Contractor are required to have noise zones established before coming onto site and therefore any noise level testing for establishment of noise zones are at the Principal Contractor's own cost.

Where a zone has previously been established for a particular item of equipment within the last two years, the test need not be repeated but must be kept valid for the duration of the contract.

**Item** **Unit**  
**C10.09 Payment for Health and Safety Representatives at meetings .....hour (hr)**

The unit of measurement shall be the number of hours appointed Health and Safety Representatives attend monthly meetings.

The tendered rate shall include full compensation for the loss of productive time while attending monthly meetings as specified in these specifications.

Payment shall be based on attendance registers of monthly meetings submitted to the Employer's Health and Safety Agent for verification.

**Item** **Unit**  
**C10.10 Provision of First Aid Boxes .....Number (No)**

The unit of measurement shall be the number of first aid boxes provided by the Principal Contractor on site.

The tendered rate shall include full compensation for the provision and maintenance of first aid boxes in terms of these specifications.

**Item** **Unit**  
**C10.11 Transportation of workers.....month**

The tendered rate per month represents full compensation for the safe transportation of workers in terms of these specifications.

The tendered rate will be paid monthly, pro-rata for parts of a month, from the date on which the Employer's Agent issue the instruction to commence the works to the date on which the Employer's Agent issue the Certificate of Completion in terms of the contract.

**Item** **Unit**  
**C10.12 Submission of the Occupational Health and Safety File .....lump sum**

The lump sum tendered shall include full compensation for the Principal Contractor's to fulfil all his close-out obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged in these specifications to the Employer's satisfaction.

The Principal Contractor's Health and Safety File must be submitted to the Employer's Health and Safety Agent prior to the Employer's Agent issuing the Certificate of Completion in terms of the contract.

**Item** **Unit**  
**C10.13 Construction Work Permit Board .....lump sum**

The lump sum tendered amount shall include compensation for the Principal Contractors obligation to prominently display the permit number at the site entrance, in respect of the Construction Regulations.

**Item**

**Unit**

**C10.14 Compliance with COVID-19 Guidelines and Regulations for the duration of the contract lump sum**

The lump sum tendered amount shall include compensation for the Principal Contractors obligation in respect of the compliance with COVID-19 Guidelines and Regulations for the duration of the contract.

Payment shall be made when the Employer's Health and Safety Agent has verified the Principal Contractor's compliance as part of his monthly audit report.

## **ANNEXURE A CONTENTS AND NUMBERING FOR THE H&S PLAN**

1. Index of the H&S Plan
2. Letter of Good Standing from Workman’s Compensation Commissioner or with a licensed compensation insurer as contemplated in COIDA
3. Appointment letter from the Employer
4. Signed Section 37(2) Agreement between the Employer and the Principal Contractor
5. Occupational Health & Safety Policy
6. Quality Policy
7. Environmental Policy
8. Waste Management Policy
9. HIV AIDS Policy
10. Alcohol / Drug Policy
11. PPE / PPC Policy
12. Health & Safety BoQ
13. Employers Site Specific Safety Specification
14. Project Specific Baseline Hazard Identification and Risk Assessment
15. Site Specific Risk Assessment
16. Technical Method Statements, Safe Operating Procedures and Safe Work Procedures for the first three (3) months planned project works
17. Site Specific Organogram
18. Signed Appointment Letters and CV’s for the following Site Personnel
  - 18.1 Responsible Person 16.2
  - 18.2 Construction Manager CR8.1
  - 18.3 Assistant Construction Manager CR8.2
  - 18.4 Construction Health and Safety Officer CR8.5
  - 18.5 Construction Supervisor CR8.7
  - 18.6 Risk Assessor CR9
  - 18.7 Construction Traffic Safety Officer S 8(2)(d)
  - 18.8 Incident Investigator GAR9
  - 18.9 First Aider GSR3.4
19. A Site Plan indicating the following;
  - 19.1 Positions of emergency assembly points and equipment at the site camp, or each fixed working area
  - 19.2 Traffic routes for plant and pedestrians as well as parking areas
  - 19.3 Storage areas (flammable stores, materials etc.)
  - 19.4 Location of facilities
  - 19.5 Electrical installations
20. First Aid, Accident, Incident and Emergency management procedure
21. Safety and Access Signage management procedure
22. Traffic Safety management procedure
23. Waste management procedure
24. Hazardous chemical substances management procedure
25. Construction plant and machinery management procedure
26. Public Health and Safety management procedure
27. Employee facilities management procedure
28. PPE management procedure
29. Occupational medical examinations procedure
30. Safety inspections and Inspection register management
31. Internal Audit management procedure
32. Contractor management procedure

## **ANNEXURE B CONTENTS AND NUMBERING SYSTEM FOR THE H&S FILE**

Approved H&S Plan (as submitted at Pre-Construction Stage for approval by the Employer)

All Construction/TMS and SWP are to be generated by senior site personnel, and the appropriate Risk Assessments developed therefrom in conjunction with the CHSO.

The TMS and SWP are to be signed by the CM, CHSO and EAR on site

The construction team is to ensure that the CHSO is kept up to date with all planned activities, to ensure all H&S requirements are met.

1. Index of the H&S File
2. Updated COIDA Letter of Good Standing
3. Updated organizational organogram and signed Letters of Appointment
4. Registrations, qualifications and other proof of competency
5. Training and Competency Matrix
6. Medical Certificates of Fitness
7. Risk monitoring and review records
8. Procedures
  - 8.1 Training and OHS competency
  - 8.2 General record keeping
  - 8.3 Issue based risk, risk review and risk monitoring management procedure
  - 8.4 Night work
  - 8.5 Excavation management (include hard rock)
  - 8.6 Temporary work management
  - 8.7 Fall protection plan
  - 8.8 Demolition management
  - 8.9 Electrical management
  - 8.10 Delivery, offloading, stacking, storage and housekeeping
  - 8.11 Concrete and batching management
  - 8.12 Hired plant and machinery management
  - 8.13 Lifting and rigging management
  - 8.14 Water environments
9. Registers
  - 9.1 Issue based Risk Assessments
  - 9.2 Inspection Registers
  - 9.3 DSTI records
  - 9.4 MS & SWP training records
  - 9.5 Induction training programme & records
  - 9.6 Visitor Induction records
  - 9.7 Inspection & Maintenance records
  - 9.8 PPE Issue and Condition check
  - 9.9 Incident registers & Investigation reports
10. COIDA accident and incident management
11. Waste manifests
12. Safety Data Sheets
13. Internal audits
14. Letters of Approval Contractors H&S plan
15. Letters of Appointment of Contractors
16. Audits by Employers Agent
17. Corrective/Preventive action plans for clients audits
18. Contractors audits

19. Certified documents and Permits (CoC – PV Test – Lifting Equipment Certificates – Haz.Substance Permits)
20. Archived Documents

**ANNEXURE C CONSTRUCTION APPOINTMENTS**

<b>No</b>	<b>Designation</b>	<b>Legal Reference</b>
1	Principal Contractor	CR 5.1(k)
2	Contractor	CR 7.1(c)(v)
3	Construction Manager	CR 8.1
4	Assistant Construction Manager	CR 8.2
5	Construction Health and Safety Officer	CR 8.5
6	Construction Supervisor	CR 8.7
7	Assistant Construction Supervisor	CR 8.8
8	Risk Assessor	CR 9.1
9	Fall Protection Plan Developer	CR 10.1(a)
10	Fall Protection Plan Supervisor	CR 10
11	Temporary Works Designer	CR 12.1
12	Temporary Works Supervisor	CR 12.2
13	Excavation Supervisor	CR 13
14	Blaster	CR 13.2(k)
15	Demolition Supervisor	CR 14
16	Explosive Method Plan Designer	CR 14.11
17	Scaffold Supervisor	CR 16.1
18	Suspended Platform Supervisor	CR 17.1
19	Rope Access Work Supervisor	CR 18.1(a)
20	Material Hoist Inspector	CR 19.6
21	Material Hoist Inspector	CR 19.7(a)
22	Bulk Mixing Plant Supervisor	CR 20.1
23	Bulk Mixing Plant Operator	CR 20.2
24	Explosive Actuated Fastening Device Controller	CR 21.2(g)(i)
25	Construction Vehicle and Mobile Plant Inspector/Operator	CR 23.1(d)(k)
26	Electrical Installation Controller	CR 24(c)
27	Electrical Installation Inspector	CR 24(d)
28	Housekeeping Supervisor	CR 27
29	Stacking and Storage Supervisor	CR 28
30	Fire Extinguisher Inspector	CR 29(h) & PER 19
31	Assigned Responsibilities	OHSA S 16.2
32	Scaffold Inspector	SANS 10085-1:2003 Item 16.1(c)
33	Scaffold Erector	SANS 10085-1:2003 Item 16.1(a)
34	Traffic Control Planner	OHSA S 8.2(d)
35	Traffic Control Supervisor	OHSA S 8.2(i)
36	Emergency / Fire Co-ordinator	OHSA S 8
37	Incident Investigator	GAR 9
38	First Aider	GSR 3
39	Ladder Inspector	GSR 13A
40	Lifting Machine Operator	DMR 18
41	Portable Electrical Equipment Inspector	EMR 9
42	Radiation Protection Officer	National Nuclear Regulatory Act 1999
<b>Additional appointment could be added as and when required</b>		

**ANNEXURE D CLOSE OUT REQUIREMENTS**

<b>CONSOLIDATED HEALTH &amp; SAFETY FILE</b>				
<b>Construction Regulations - February 2014 7(1b,e &amp; f)</b>				
<b>1</b>	<b>DEFINITION: CONSOLIDATED HEALTH AND SAFETY FILE</b>			
	A file or other means containing record in permanent form, of the information required as contemplated in the <b>Construction Regulations of February 2014: Regulation 7(1b, e &amp; f)</b> The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.			
<b>REQUIRED DOCUMENTATION</b>				
<b>2</b>	<b>The Principle Contractor submits a formal letter to the project appointed Agent, consolidating and Confirming the H &amp; S history of the project.</b>		<b>INCLUDED</b>	
	<b>The following summary of information is required in the letter, but not limited to:</b>		<b>YES</b>	<b>NO</b>
<b>a</b>	Client H&S Specification			
<b>b</b>	Principal Contractor's OHS Plan(s)			
<b>c</b>	Organograms			
<b>d</b>	Legal Appointments			
<b>e</b>	Notification to Department of Labour of commencement of work			
<b>f</b>	Letters of Good Standing for the Project			
<b>g</b>	Full files for all Contractors as well as their close out reports			
<b>i</b>	List of Contractors			
<b>ii</b>	Letters of Approval of Contractors			
<b>iii</b>	Mandatory Agreements			
<b>iv</b>	Letters of Good Standing			
<b>v</b>	Appointments			
<b>h</b>	Incident Records			
	Non- Conformance records			
	Agent's Audits			
	TMS			
	Risk Assessments			
	Safe Work Procedures			
	Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.			
	All drawings for temporary structures (suspended beams/scaffolds etc)			
	Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)			
<b>Please Note:</b>				
<b>3</b>	The Client's appointed OHS Agent will verify the submission of the Principal Contractor in writing before handing the above documentation to the Client			
<b>4</b>	The Client / Agent need to evaluate the SHE performance of the Principal Contractor i.e. Compliance, Performance, Quality and refer same in their cover letter which will be added to the Principal Contractor's portfolio of evidence.			
<b>5</b>	<b>Defect and Liability Period</b>			

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.  
A copy of the as-built Drawings is to be placed on file by the Designers once complete.

**ANNEXURE E SPECIFIED HAZARDOUS CHEMICAL SUBSTANCES**

<b>PRODUCT</b>	<b>POTENTIAL HEALTH OR OTHER RISKS</b>
CEM II grade 32,5N / Cement	Hand mixing may occur, will be used for structures, stabilizing. 50kg bags delivered on pallets, ergonomic risk from handling, dust exposure, chromates. Eye, skin and respiratory irritant
Shutter Oil	Usually hand application prior to placing formwork in position. Volatiles present. Skin and respiratory irritant.
Penetration grade bitumen 70/100	Vapours, overexposure to fumes- loss of consciousness, respiratory problems.
Polymer modified bitumen-Class S-E1 (Hot applied)	Avoid skin contact with hot emulsions, Burns
Polymer modified emulsion (cold Applied)	Principal Contractor to ensure use of SDSs and appropriate protection measures
Petroleum based pre-coating fluid	Danger of cutaneous absorption, irritation to the skin
Polymer modified binder conforming to class A-E2	Principal Contractor to ensure use of SDSs and appropriate protection measures
Asphalt	Inhalation will cause headaches, nausea, respiratory, eye and skin irritation. Carcinogen. Burns from hot mix. Hydrogen Sulphide and carbon monoxide emitted as by-product. Breaking or cutting will release silica (crystalline)
Retro-reflective Road paint	High levels of volatiles, Products have narcotic effect. Carcinogen
Lime	Dust, eye and respiratory irritation
Petrol/Diesel/Lubricants	Storage tanks/ bowsers on site. Fire, spillage, fumes
Superphosphate Fertilizers	Eye, respiratory and skin irritant
Limestone Ammonium Nitrate Fertilizer (LAN)	Prolonged skin or eye contact could cause irritation. Explosive and will release toxic fumes if heated
Formula 2:3:2 Fertilizer	Prolonged skin or eye contact could cause irritation. Explosive and will release toxic fumes if heated.
Creosote (pre-treated poles)	Eye and skin irritation and minor burns, carcinogen
Herbicides and Ant Poison	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Epoxies and Epoxy Resins	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Coatings	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Grouts	Will be determined by the Principal Contractor; various grouts will be required, cementitious or other, may contain silica (crystalline - quartz), hexavalent chromium, respiratory, skin and eye irritant

**ANNEXURE F REQUEST TO CONDUCT BLASTING ACTIVITIES**

PART 1 REQUEST TO CONDUCT BLASTING ACTIVITIES						
Request Date:						
Blast Date:						
Blast Time:						
Blasting Company:						
Project:						
Project Number:						
Blast Number:						
Request Submitted By:						
Blast Details						
Blaster Name:						
Location GPS:						
Chainage No:						
Average Hole Depth:						
Number of Holes:						
Type of Explosives:						
Estimated Quantities of Explosives to be Used:						
Estimated Rock Volume:						
Blasting Company's Documentation						
Blasting Certificate of Registration:						
Letter of Good Standing:						
Explosives Permit:	No:		Expiry Date:			
Explosives Transport Permit:	No:		Expiry Date:			
Risk Assessment:						
Legal Appointments:						
Competency Certificates:						
Hazards						
Distance to Nearest Structures and Services in meters:						
Vibration Recorder to be Placed at:						
Photographic Evidence of Nearby Structures:						
Copies Attached:						
Other Comments:						
Notices Distributed to:	Contractor	Client	Engineer	Safety Agent	Community	Media
Accepted by Principal Contractor:	Date		Name		Signature	
Construction Manager:						
Construction Safety Officer:						
Accepted by Client Representatives:	Date		Name		Signature	
Engineer:						

Construction Safety Agent:	Date	Name	Signature
Refused by Client Representatives:			
Engineer:			
Construction Safety Agent:			
Reason for Refusal:			
<b>PART 2 POST BLAST REPORT</b>			
Blast Date:			
Blast Time:			
Blasting Company:			
Project:			
Project Number:			
Blast Number:			
Report Submitted By:			
Blast Details			
Blaster Name:			
Location GPS:			
Chainage No:			
Post Blast Report			
Average Vibration:			
Damage to Structures, Vehicles and / or Services:			
Photographic Evidence of Damages:			
Injuries to People / Animals			
Other Comments:			
	Date	Name	Signature
Received by Principal Contractor:			
Construction Manager			
Construction Safety Officer			
Received by Client Representatives:			
Engineer:			
Construction Safety Agent			

**ANNEXURE G CONSTRUCTION HEALTH AND SAFETY OFFICER MONTHLY REPORT**

**MONTH ENDING:**

**YEAR:**

Manpower Returns		Current Month	Project to Date
Total Number Principal Contractors employees			
Total Number Contractor employees			
Total Number of Contractors			
No. Shifts/Days Worked (incl. Weekend & Public Holidays)			
Man Hours Worked			
Total for Principal Contractor			
Total for Contractor/s			
Total All Man-Hours For Current Month	Total All Man-Hours Worked	LTI Free Hours (From Last Incident)	Target LTI Free Hours

List of Contractors	No. of Employees	No. of Vehicles

Incident Report	Current Month	Project to Date	Investigation Status
No. of First Aid Cases			
No. of Medical Cases			
No. of Lost Time Injury (LTI) excluding Fatalities			
No. of Occupational Disease Cases			
No. of Fatalities			
No. of Reportable Incidents			
No. of Environmental Incidents			
No. of Property Damage			
No. of Near Misses			
No. of Vehicle related Accidents			
Disabling Injury Frequency Rate	Current Month	Project to Date	
(LT Injuries x 200 000) / man hours			

**Incident Details**

Incident No.	Brief Details (incl. Nature of Injury, e.g. Laceration on Right Hand)	Status of Injured Employee/s	Incident Type (e.g. Fall to Below, Struck By)

**Incident Analysis and Trends and Action Plans**

<b>(Including new or revised risk assessments)</b>				
<b>Corrective Actions Implemented</b>		<b>Actioned By</b>		<b>Date Completed</b>
<b>OHS Training</b>		<b>Current Month</b>		<b>Year to Date</b>
Induction				
Safety Representative				
First Aid				
Fire Fighting				
Scaffold Erection and Inspection				
Vehicle (stipulate)				
Safety Harness				
Other				
Other				

<b>Site Audits &amp; Inspections</b>			
Management			
Client			
External			
<b>Additional Comments / Remarks</b> (e.g. site issues or concerns)			
<b><u>Awards or Achievements:</u></b>			
<b>Submitted By</b>			
<b>Name</b>	<b>Designation</b>	<b>Signature</b>	<b>Date</b>

## **ANNEXURE H NON CONFORMANCE CLOSEOUT REPORT**

**NON CONFORMANCE REPORT  
 HEALTH AND SAFETY SITE AUDIT**

<b>Project</b>				
<b>Client</b>				
<b>Principal Agent</b>				
<b>Principal Contractor</b>				
<b>CHSA</b>				
<b>OHS Audit No</b>			<b>Date of Audit</b>	
<b>Non-Conformance No</b>			<b>Non-Conformances to Date</b>	
<b>ASPECTS NOTES IN OHS AUDIT</b>	<b>COMMENTS BY THE AUDITOR</b>		<b>PENALTY</b>	<b>CLOSE-OUT DATE</b>
			500,00	
			500,00	
			500,00	
			500,00	
			500,00	
			500,00	
<b>Penalty's to Date</b>	<b>5 000,00</b>	<b>TOTAL</b>	<b>3 000,00</b>	

**PHOTOGRAPHIC EVIDENCE**

1		2	
3		4	
5		6	
<b>Engineer's Representative (RE)</b>		<b>Principal Contractors - CM (8.1)</b>	
<b>Date</b>		<b>Date</b>	
<b>Principal Contractors CHSO (8.5)</b>		<b>Client / CHSA</b>	
<b>Date</b>		<b>Date</b>	

NON-CONFORMANCE CLOSE-OUT REPORT			
Project			
Client			
Principal Agent			
Principal Contractor			
CHSA			
OHS Audit No		Date of Audit	
Non-Conformance No		Non-Conformances to Date	
COMMENTS ON WHAT WAS DONE (ATTACH PROOF IF AVAILABLE)	DATE COMPLETED	VERIFIED BY CLIENT / AGENT	
PHOTOGRAPHIC EVIDENCE			
1	2		
3	4		
5	6		
Engineer's Representative (RE)		Principal Contractors - CM (8.1)	
Date		Date	
Principal Contractors CHSO (8.5)		Client / CHSA	
Date		Date	

**ANNEXURE I EXAMPLE OF MEDICAL CERTIFICATE OF FITNESS**



**ANNEXURE J DESIGN HAZARD IDENTIFICATION AND RISK ASSESSMENT**

<b>DESIGN HAZARD IDENTIFICATION AND RISK ASSESSMENT</b>			
<b>Risk Rating Multiplier: Low = 1; Medium = 2; High = 3</b>			
<b>Baseline Raw Design Risk - Typical behaviour given the design / factors present</b>			
<b>Residual Risk - The extra factors noted that must be in place to reduce the risk</b>			
<b>Low Risk - Does not mean that the activity is safe, or that potential injuries and / or fatalities are eliminated</b>			
<b>Key Risks will be assessed and reported on in the Site Specific H&amp;S Specification</b>			
<b>New tasks require re-assessment as the project progresses</b>			
<b>GAR</b>	General Administration Regulations	<b>GMR</b>	General Machinery
<b>GSR</b>	General Safety Regulations	<b>OHS Act</b>	Occupational Health
<b>SANS</b>	South African National Standards	<b>SWP</b>	Safe Work Procedu
<b>SABS</b>	South African Bureau of Standards	<b>MS</b>	Technical Method S
<b>NIHL</b>	Noise Induced Hearing Loss	<b>HCS</b>	Hazardous Chemica
		<b>PrDP</b>	Professional Driving

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
<b>SERIES 1000 - GENERAL REQUIREMENTS AND PROVISIONS</b>								
1202	Services- Eskom, Telkom lines, underground water, and sewage. Telkom and Eskom will remove own services where required.	Yes	PC will expose and protect services.	2	2	2	8	Com and train
1202		Yes	May be illegal connections	2	2	2	8	Rem pipe the / Reg
1202		Yes	Asbestos pipes	2	2	2	8	All e long to be nettli leas of th and for th serv app prior activ

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
1219	Water	Yes	All water will be treated as contaminated and maybe unfit for human consumption	3	2	2	12	Trea cont be r testi regu wate to be othe
1219		Yes	Potable water is available in the towns and rural water schemes are available for use. Alternate water sources/supplies will have to be approved by DWA	3	2	2	12	
1302	Construction plant workshops and camps to be established and maintained by the contractor for the duration of the contract	Yes	A number of camps may be established and maintained for various activities to construct what is required to undertake the works	2	3	3	18	The to su tend TMS and docu ensu are r
1402	Offices and Laboratories	Yes	Offices required for staff and a Laboratory for onsite testing	2	3	3	18	All b SAN and spec tend
1403	Housing	Yes	Housing for the engineers employees who operate the laboratory	2	3	3	18	All b SAN and spec tend

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
1404	Electricity, Telkom, Water, Sewerage, Gas and Sanitation	Yes	Depends on the site chosen by the PC. May be septic tanks and or French drainage system. Temporary chemical toilets for use by workers Local or imported water supply, ESKOM, Telkom and gas supply River water is to be treated as contaminated, and workers may well be exposed when working around bridges and culverts	2	3	2	12	The requ sani on s requ his p the asse supp docu ensu activ man ensu serv toile mon cher more Form in th
1502(a)	Traffic Safety	Yes	The whole site will require traffic accommodation All deviations and Stop/Go controls to be conspicuously sign posted There will be public and construction traffic on the road during construction	3	3	3	27	Con to be acco with Vol. asse man Ded Offic emp thes
1502(b)(f)	Temporary deviations	Yes	All deviations and Stop/Go controls to be conspicuously sign posted There will be public and construction traffic on the road during construction	3	3	3	27	Con to be acco with Vol. asse man Ded Offic emp thes

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
1502(e)(h)	Are there specific concerns regarding public access?	Yes	All deviations and Stop/Go controls to be conspicuously sign posted There will be public and construction traffic on the road during construction	3	3	3	27	Con to be acco with Vol. asse man Ded Offic emp thes
1502(i)	Traffic Safety Officer (TSO) will be appointed?	Yes	All deviations and Stop/Go controls to be conspicuously sign posted There will be public and construction traffic on the road during construction	3	3	3	27	Ade TSC TSC Offic
1503(a)	Construction will be under traffic?	Yes	Construction in half widths and single lane closures will be used for the project (24 hr) Stop/Go required	3	3	3	27	Traf main clos draw prov acco with Vol cont exce hour
1503(b)	Erection of signage	Yes	Digging of holes and mounting of signs on poles, planting of poles, use of lifting equipment	3	3	3	27	PPE Stat Liftin certi and of th
1511	Dust from vehicles on the road	Yes	Dust suppression to be carried out in built areas and where employees are working and to improve driving visibility	3	3	3	27	Wat road requ
1700	Clearing and Grubbing	Yes	All Material to be stock piled for further use. Conservation of top soil	3	3	3	27	Perr engi disp TMS appr
<b>SERIES 2000 - DRAINAGE</b>								

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
2100	Drains	Yes	Open earth drains, Banks and dykes and sub-soil drains	2	2	2	8	Tren mini Exca on a com TMS Asse
2200	Prefabricated culverts Concrete kerbing, concrete	Yes	Where insitu casting is not preferred	2	2	2	8	Pre are t spec mov liftin Meth Risk
2300	channelling, chutes and down pipes and concrete linings for open drains	Yes	Pre-cast kerbs, insitue concrete pavement construction in rural areas	2	2	2	8	Tren mini Exca on a com TMS Asse
<b>SERIES 3000 - EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRU</b>								
3100	Borrow Pits	Yes	Borrow pits will be spread to cover most of the site.	3	3	2	18	All b fenc auth gran All o com spec Reh pits
3200	Stock piling	Yes	Stock piling will take place at the different sites along the route	3	3	2	18	Per engi disp TMS appr fenc com safe
3300	Haulage of material in tipper trucks	Yes	Material will be hauled on the entire project from a commercial source and borrow pits	3	3	2	18	Dus supp regis oper SW

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
3400	Pavements	Yes	Excavation, compaction and placement of pavement	3	2	2	12	Altered pedestrian requirements pavement construction SWP
3500	Stabilization	Yes	Use of chemicals to be in line with safety regulations and MSDS's	2	3	3	18	PPE state requirements
3600	Crushed stone base	Yes	Transportation and storage on site Hauled from commercial source and stock piles	3	2	2	12	TMS
<b>SERIES 4000 - ASPHALT PAVEMENTS AND SEALS</b>								
4102 4300 4600	Single and double layer seals will be used with slurry will be used. Mixes may change during the project. Applications may be "hot" or "cold" mixes	Yes	SDS's, fire fighting and first aid equipment, bunded storage areas and correct disposal from site	3	3	3	27	First trained med SWP
4103a,b,c,d 4303	Use of binders, water carts, rotary brooms, hand tools, spreaders, cutters, rollers and hand spraying	Yes	Operation may be conducted by Principal Contractor or Contractor	3	3	3	27	Noise supervision industrial
4302	Chips will be coated on site	Yes	Inhalation of fumes, exposure to dust	3	3	3	27	Limited Trained medical and storage facilities
4400	Cationic spray emulsion bitumen will be used. Material will be used at different temperatures 0C to 220C	Yes	SDS's, Inhalation of fumes, burns	3	3	3	27	First trained med SWP
<b>SERIES 5000 - ANCILLARY WORKS</b>								
5100	Stonework	Yes	Transportation of material to site. Manual labour. Vehicle traffic	3	3	3	27	TMS PPE
5200	Gabions	Yes	Transportation of material to site. Manual labour. Vehicle traffic	3	3	3	27	TMS PPE

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
5400	Guardrails	Yes	Working on roadway while open to the traffic. PPE required and traffic control Steep drop offs	3	3	3	27	TMS Wor issu glov
5600/5700	Road signs & markings	Yes	Manual labour on roadway while open to traffic Use of crane truck - Use of ladders	3	3	3	27	Com shou this equi insp to be test requ traffi plan
5800	Landscaping	Yes	Use of chemicals and manual labour Poisons, Phosphates and Herbicides	3	3	3	27	TMS SDS train
<b>SERIES 6000 - STRUCTURES</b>								
6100	Foundations	Yes	Transportation of material to site Excavations, Structures and culverts	3	3	3	27	TMS to be
6113	Foundation Piling	Yes	Use of certified contractor for the piling works	3	3	3	27	TMS to be
6200	Formwork	Yes	Manual construction of formwork Shutter oil Manual labour	2	3	2	12	All fo insp TMS and
6300	Steel reinforcement	Yes	Steel fixing	3	3	3	27	Train surv work
6400	Concrete	Yes	Precast lintels, beams and culverts Batch plant and pouring	3	3	3	27	Mixi Tran conc com and oper com spec
	Demolitions	Yes	Demolish existing concrete culverts and bridges	3	3	3	27	SWI be s dem Com PPE of ru
6500	Pre-stressing	Yes	Pre-stressed beams and bridge beams	3	3	3	27	TMS Spe

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
6600	Bearings and Joints	Yes	Bridges will have bearings and joints	3	3	3	27	TMS Spe
<b>SERIES 7000 - SUNDRY STRUCTURES</b>								
7100	Concrete Pavements	Yes	Excavations, compacting and pouring of concrete	3	3	3	27	TMS Spe
7200	Reinforced earth	Yes	Retainer walls and Gabions	3	3	3	27	To b desi regu
7400	Earth retaining systems	Yes	Retainer walls and Gabions	3	3	3	27	To b desi regu
F1200	Concrete extensions	Yes	Some bridges and culverts will be lengthened and widened	3	3	3	27	To b desi regu
<b>OHS SPECIFICATIONS</b>								
OHS Specification	Drilling	Yes	Holes for blasting will take place as follows; Borrow Pits and Road, TMS	3	3	3	27	Use blas com Risk SAN
OHS Specification	Weather	Yes	High as well as low temperatures as well as humidity will be encountered	3	3	3	27	Wea mon conc
	Labour	Yes	Local labour as well as SMME's will be used	3	3	3	27	Loca med proc befo of w
	Preparation of blast areas	Yes	Preparation as per TMS	3	3	3	27	Use blas com Risk SAN
	Blasting	Yes	Blasting on the road	3	3	3	27	Use blas com Risk San and blas ER a 48 h plan

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
	All materials will be considered containing Silica	Yes	Risk Assessments, medical surveillance and chest x-rays for all workers and operators	3	3	3	27	PC i com surv ade
	Crane Work	Yes	Cranes could be used to position bridge beams and / or culverts	3	3	3	27	Cert TMS
OHS Specification	Transportation	Yes	Vehicles will be used on entire project	3	3	3	27	All o valic (P.G com med issu Occ Prac have ligh hoot che
	Hazardous Chemicals	Yes	HCS's will be used during the project Construction Vehicles	3	3	3	27	Med for p Med issu Occ Prac SWF
	Transportation	Yes	All vehicles to be identified as	3	3	3	27	Amb licen oper
	Lifting Equipment	Yes	Lifting equipment will be used on the project	3	3	3	27	All li to be equi acco
	Fire Fighting Equipment	Yes	Fire fighting equipment will be used on site	2	3	2	12	All fi equi reco acco 1475

COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Baseline Raw Design Risk				me
				Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating Risk Category	
OHS Specification	First Aid Equipment	Yes	First Aid equipment will be used on site	3	3	3	27	All fi be r che OHS area eme to be acco resu of op take for th aid e
	River work will be required in the dry season	Yes	There may be a need to construct coffer dams or pump water from excavations	3	3	3	27	Wor eme asse state work
	Hazardous Chemicals	Yes	<b>SEE ANNEXURE</b>	3	3	3	27	PPE Stat Med

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

<p><b>C3.5 SECTION E: EMPLOYMENT AND TRAINING OF LOCAL LABOUR SPECIFICATIONS</b></p>
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**TENDER NO. SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE  
CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**SECTION E: EMPLOYMENT OF LOCAL LABOUR AND TRAINING SPECIFICATIONS**

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## **E1 SCOPE**

The specification sets out the requirements relating to the employment and training of local labour by involving the community through the established structures as well as the training requirements for these labourers.

## **E2 DEFINITIONS**

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

**‘Key Personnel’** means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or Sub-contractor who possess special skills and/or who play key roles in the Contractor Sub-contractor’s operation.

**‘Labourer’** means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor or Sub-contractor to perform prescribed work on this Contract. ‘Labour’ means labourers or workers.

**‘Labour Register’** means the list of available Local Labourers compiled by the Project Liaison Officer (PLO) in co-operation with the Project Liaison Committee (PLC) in accordance with the results of their negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

**‘Local Labourer’** means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Contractor or Sub-contractor to perform prescribed tasks that form part of the Works.

**‘Targeted Labour’** means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

**‘Worker’** for the purposes of this specification means any person, not being one of the Contractor’s key personnel, nor any key personnel of any Sub-contractor, who is engaged by the Contractor, a Sub-contractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

**‘Workforce’** means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and Sub-contractor.

## **E3 ENGAGEMENT OF LOCAL LABOUR**

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited/selected from the local communities living in the target area the project.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Contractor shall be recruited/chosen from a Labour Register and appointed for work to enable the Contractor to comply with the specific minimum target value set for the Local Labour Goal (LLG) for the Contract. Labourers and workers of the Local community who are engaged by other employers, other sub-Contractors in paid positions of employment shall not be eligible for inclusion on the Labour Register.

### **E3.1 Employment of Local Labourers**

Upon the award of the Contract the Contractor shall without delay consult with the Project Liaison Committee (PLC), the Employer's Agent and the Employer, and appoint a Project Liaison Officer (PLO) from a shortlist provided by the PLC, if so instructed, who is mutually acceptable to all parties. The Project Liaison Officer shall negotiate with the Contractor and the PLC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Contractor shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

### **E3.2 Selection of Local Labourers**

The Contractor shall advise the PLO and the PLC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognisance of the provisions of the Contract relating to Training.

The Contractor shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognisance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

- (a) No potential Local Labourer shall be precluded from being employed by the Contractor on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
  - (i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or
  - (ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills;
- (b) Preference shall be given to the long-term and single heads of households;
- (c) The Contractor shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected;
- (d) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty five years and women.

After making his selection, the Contractor shall advise the PLO and the Employer's Agent thereof in writing, and the Employer's Agent, with the assistance of the PLO has the right to call a meeting with PLC and the Local Community for the purpose of ratifying the Contractor's selection. The Contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Employer's Agent or the Local Community make reasonable objection to the selection of any particular applicant by the Contractor, the Contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Employer's Agent and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

## **E4 CONTRACTUAL REQUIREMENTS**

### **E4.1 Legislation**

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

#### **E4.2 Labour content**

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by the Contractor and Sub-contractor.

The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage or the local labour goal as stated in Part C4. .

#### **E4.3 Targeted labour**

The targeted labour shall be as specified above. The definitions, provisions and specifications of the South African National Standard Specification SANS 10845-8:2015, Construction Procurement : Part 8 : Participation of targeted labour in contracts will apply to this contract. Should there however be conflict between SANS 10845-8:2015 and the Works Specification, the latter shall take precedence and prevail.

The Contractor shall engage targeted labour directly in the execution of the Works to the extent that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than that specified in Part C 4.of this tender document.

#### **E4.4 Records and reporting**

The Contractor shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Monthly local labour reports (as attached to this specification) shall be completed and submitted to the Employer's Agent at the end of each month, from the Commencement date up to the completion of the Contract.

The completed forms shall accompany the Contractor's monthly claim presented to the Employer's Agent for payment of certified completed work. The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Employer's Agent.

The Contractor's Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Part A of the Works Specification.

The Contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Employer's Agent with independently audited documentary evidence of the total actually paid to the workforce and the number of workers days generated during the contract.

#### **E5 SANCTIONS**

In the event that the Contractor fails to substantiate that any failure to achieve the Local Labour Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 1,05 \times (L_M - L_A) \times V_A.$$

Where:

$$P = \text{Rand value of penalty payable.}$$

- VA = Award value (Contract Price exclusive of VAT, and allowances for contingencies and escalation)
- LM = Local Labour Goal % stated in the Project Document
- LA = The local labour component % which the Employer's Representative certifies as being achieved upon completion of the contract.

## **E6 PROJECT LIAISON COMMITTEE**

When required a Project Liaison Committee (PLC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Contractor will have one senior member of his staff as representative on the PLC without any voting powers.

The Contractor will report all progress, deviations from the Contract, deviations from the programme, labour related matters, and financial progress to the PLC.

The PLC will act as liaison channel between the Contractor and the community. The PLC will assist the Contractor in identifying and recruiting local labour for the project.

The Contractor shall hold meetings with the PLC on a regular basis (at least once per month but not more than twice per month) to ensure that the PLC is informed and aware of progress and problems that may arise.

Allowance is made for the payment of subsistence/travel allowances to the members of the PLC attending meetings with the Contractor, by the Contractor in the Schedule of Quantities.

## **E7 PROJECT LIAISON OFFICER**

### **E7.1 Appointment**

The Contractor shall appoint a Project Liaison Officer (PLO) after consultation with the Project Liaison Committee (PLC), the Employer's Agent and the Employer, as a link between the PLC and the Contractor. The Project Liaison Officer shall be nominated by the PLC and shall be appointed as a member of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment. The Contractor shall disclose his normal employment conditions to the Employer's Agent when called upon to do so.

### **E7.2 Duties of the Project Liaison Officer**

The Project Liaison Officer shall:

- (a) be available on Site daily between the hours agreed on by the Contractor, the Employer and the Employer's Agent from time to time;
- (b) assist the Contractor in the identification of suitable trainees and shall attend one of each of the training sessions;
- (c) communicate with the Contractor and the Employer's Agent to determine the labour requirements with regard to the numbers and skills;
- (d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures;
- (e) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
- (f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
- (g) assist in the identification, and screening of Labourers from the Local Community in accordance with the Contractor's requirements;
- (h) inform temporary Labourers of their conditions of temporary employment, and inform temporary Labourers as early as possible when their period of employment will be terminated;
- (i) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (j) keep a daily written record of his interviews and community liaison activities;
- (k) carry out specific tasks ordered by the Employer's Agent;
- (l) perform such other duties as required and agreed upon between all parties concerned.

### **E7.2 Remuneration**

The remuneration of the Project Liaison Officer shall be determined jointly by the Contractor, Employer's Agent and the Employer. A Provisional Sum is provided in the Schedule of Quantities to cover the remuneration of the Project Liaison Officer.

The Project Liaison Officer shall only be employed and paid for the period in which the duties of a Project Liaison Officer are required as agreed on by the Employer's Agent and the Contractor.

### **E7.3 Transport of the Project Liaison Officer**

The Contractor shall provide transport for the Project Liaison Officer as agreed upon between the Employer, the Employer's Agent and the Contractor.

A Provisional Sum is provided in the Bill of Quantities to cover the provision of transport for the Project Liaison Officer.

## **E8 TRAINING REQUIREMENTS**

Where training is specified in the Contract, the Contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, Sub-contractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Contractor shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Contractor shall submit with his tender full details of the formal training which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

- (a) The name of the training institution and course programme.
- (b) Each type of training and course content synopsis.
- (c) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Contractor's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Contractor's Training schedule shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Contractor's programme of work.

### **E8.1 Training of Local Labourers**

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Contractor, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Contractor in conjunction with the Employer's Agent shall attend in-house courses conducted by trainers in the employ of the Contractor in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Contractor, and subject to the approval of the Employer's Agent, shall attend

approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose the Contractor shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Employer's Agent will choose the courses to be attended by the nominated and approval Local Labourers.

### **E8.2 Labourers remunerated during training**

All Local Labourers employed by the Contractor shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Contractor as provided for in the Bill / Schedule of Quantities.

### **E8.3 Non-compliance**

If at any stage the Employer's Agent notifies the Employee in writing that the Contractor is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Contractors, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Contractor's expense and the amounts paid to such firms or persons will be deducted from the Contractor's payment.

The Contractor shall be obliged to make Local Labourers and other employees available for Training when so required by the Employer's Agent.

## **E9 FORMAL TRAINING**

### **E9.1 General**

The formal skills training programme to be implemented by the Contractor shall comply with the following minimum standards:

- (a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.
- (c) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil Engineering projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Employer's Agent prior to implementation.
- (d) Be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:
  - (i) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
  - (ii) A suitably furnished venue (if required)
  - (iii) Transport to and from the works (as necessary)
  - (iv) Tools, equipment and teaching aids;
  - (v) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Employer's Agent.

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

#### **E9.2 Accredited training and attendance**

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and sub-Contractors regarding attendance and participation.

All training shall take place within normal working hours or as agreed with the trainees.

#### **E9.3 Supervisors**

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training have been completed and workers have been given sufficient opportunity to prove their worth.

#### **E9.4 Training records and certificates**

The Contractor shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Contractor and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

#### **E9.5 Labour / Training Agent**

If specified in the Contract, the Contractor shall appoint a Labour / Training Agent, subject to the written approval of the Employer's Agent. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allocated to them.

The labour / Training Agent shall report in writing to the Employer's Agent on a daily basis on the work executed by the Local and other Labourers in the employ of the Contractor, the quality of the work the progress and all other information that the Employer's Agent may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

#### **E9.6 Training centre**

If so specified in the Contract a suitable on-site Training centre shall be provided by the Contractor to the satisfaction of the Employer's Agent. The Training centre shall comply with the specifications for site offices as specified in the Specifications Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specification.

## CONTRACTOR MONTHLY LOCAL LABOUR REPORT

PART 1

**Contract No.:**  
**Contract Name:**

**Contractor Name:**

**Claim No.:**

**For Period Ending:**

**Date of Report:**

The Contractors Monthly Report comprises an integral part of the Contractors Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e.

"NO REPORT – NO PAYMENT".

### Attachments:

- Part A:** Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project (BENEFICIARY LIST)
- Part B:** Monthly Wage Summary
- Part C:** Local Labour & Materials Summary Schedule





PART C: LOCAL LABOUR SCHEDULE		
Name of Contractor		
Project Name		
Project Number		
Applicable Month (Reporting Period)		
Claim No.:		
<b>1. Summary of Day Tasks worked and Amount Spent on Local Labour in this Project</b>		
Month	Total Day Tasks / Person Days Worked (Total for each month)	Total Amount Earned (Total for each month)
<b>Total</b>		R -
<b>2. Summary of Amount Spent on Local Labour to date</b>		
1. Previous Amount Spent on Local Labour (From previous claim)		R -
2. Amount Spent on Local Labour this month (From Total above)		R -
3. Total Amount Spent on Local Labour to date (3)=(1+2)		R -
<b>3. LOCAL LABOUR SCHEDULE</b>		
Summary of Local Labour Employed	No. of local workers who worked on the project to date (From Part A)	% of Total
1. Total No. of Individual local workers who have worked on the Project		
2. How many of the Total No. are local youth (35 yrs and under)		
3. How many of the Total No. are local women		
Completed by: .....		
Capacity: .....		
Signature: .....		
Date: .....		

**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE  
CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<p><b>C3.6 SECTION F: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION SPECIFICATIONS</b></p>
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**SECTION F: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION SPECIFICATIONS**

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<b>SECTION F-1: CONSTRUCTION ENVIRONMENTAL MANAGEMENT PROGRAMME IMPLEMENTATION SPECIFICATION</b>
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### **F1001 SCOPE**

This Specification covers the requirements for the effective implementation of an Environmental Management Programme for controlling the impact on the environment during the road construction activities. It is a generic specification and therefore certain aspects may not be directly relevant to this particular project.

The purpose of the Environmental Management Programme (EMPr) is to help control those construction activities that can have potentially adverse environmental implications on the site and surrounding areas. In short, the EMPr describes good environmental practice principles which must be applied for the duration of the construction activities.

The environmental specifications should be read in conjunction with the Environmental Assessment and Environmental Management Programme for materials sources as well as the conditions of authorisation issued by the Department of Economic Development, Environmental Affairs and Tourism (DEDEAT), the Department of Mineral Resources (DMR) and the Department of Water and Sanitation (DWS). It should be noted that the conditions of the DEDEAT, DMR and DWS Authorisations are legally binding.

The contractor is furthermore required to comply with other relevant legislation which may apply to the proposed activities. This may include, but not be limited to:

- (a) A water utilization permit for water abstraction, issued in terms of the National Water Act (Act No 36 of 1998).
- (b) General Authorisation/Licence required for alterations to a river bank or permanent deviation of a stream flow, issued in terms of the National Water Act (Act No 36 of 1998).
- (c) Licence required for alteration of wetlands, issued in terms of the National Water Act (Act No 36 of 1996)
- (d) Permit for atmospheric emissions produced by an asphalt plant, issued in terms of the Atmospheric Pollution Prevention Act (Act No 45 of 1965).
- (e) Permit for the removal or destruction of protected plants or removal of indigenous trees within a forest, issued in terms of the National Forestry Act (Act No 84 of 1998).

### **F1002 INTERPRETATIONS**

#### **(a) Supporting Documents**

Where this specification is applicable, the following documents shall inter alia be read in conjunction with this document.

- (i) Statutory requirements of the National Environmental Management Act (Act No 107 of 1998) and regulations promulgated in terms of Section 24 of NEMA;
- (ii) Statutory requirements of the Minerals and Petroleum Resource Development Act (Act No 28 of 2002);
- (iii) Statutory requirements of the National Water Act (Act No 36 of 1998);
- (iv) Statutory requirements of the National Environmental Management: Waste Management Act (Act No 59 of 2008);
- (v) Statutory requirements of the National Forests Act (Act No 84 of 1998); and
- (vi) Statutory requirements of the National Heritage Resources Act (Act No 25 of 1999).

#### **(b) Applications**

The provision of this specification shall apply in respect of all Contractors, Sub-contractors and to any of their site personnel, workforce or suppliers, who are engaged in the execution of the works.

### **F1003 DEFINITIONS AND ABBREVIATIONS**

<b>DEDEAT</b>	Department of Economic Development, Environmental Affairs and Tourism.
<b>DAFF</b>	Department of Agriculture, Forestry and Fisheries
<b>DWS</b>	Department of Water and Sanitation
<b>EEA</b>	External Environmental Auditor
<b>EIA</b>	Environmental Impact Assessment
<b>EMPr</b>	Environmental Management Programme
<b>ENVIRONMENT</b>	The surroundings within which humans exist and that could be made up of: the land, water and atmosphere of the earth; micro-organisms, plant and animal life; any part of combination of the aforementioned and the interrelationships among and between them; and, the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and wellbeing.
<b>ENVIRONMENTAL IMPACT</b>	The change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.
<b>INVASIVE ALIEN VEGETATION</b>	An undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act.
<b>MSDA</b>	Material Safety Data Sheets.
<b>EARS</b>	Employer's Agent's Representative on Site.
<b>NO-GO AREAS</b>	Generally those areas outside the designated working areas, including but not limited to: existing services and infrastructure, occupied property; grave sites; cultivated lands, wetland areas, 'Special or Sensitive Environments' as defined in the EMPr.
<b>TOPSOIL</b>	Natural soil covering, including all the vegetation and organic matter, with variable depth.
<b>WORKING AREAS</b>	Working areas are those areas required by the Contractor to construct the works, as approved by the Employer's Agent.

### **F1004 OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PROCEDURES**

The Environmental Management Programme which is in accordance with the Environmental Policy of the Employer is intended primarily as a management tool, for the guidance of the Employer's Agent, the Contractor and his sub-contractors.

The objective of the Environmental Management Programme (EMPr) is to control the impacts firstly of materials, plant and facilities and secondly construction activities. The effective implementation of an EMPr will ensure that the required works are conducted in an environmentally sound manner and that the negative impacts of the works are minimised or prevented. This management programme contains the necessary environmental requirements to the Contractor and his staff, including all sub-contractors and on-site workers are required to adhere to.

The Environmental Management Programme outlines structures and procedures to be implemented by the Contractor and his sub-contractors to minimise and manage potential environmental impacts which the Contractor's construction activities might have on the receiving environment.

An Employers' Environmental Agent (EEA) will be appointed by the Employer to ensure that the EMP is being effectively implemented. The EEA shall undertake monthly site inspections, the results of which will be reported to the Employer, Employer's Agent, Contractor and to the relevant government departments.

## **F1005 ROLES AND RESPONSIBILITIES**

### **(a) Responsibilities of the Employer's Agent**

Specific to environmental management, the role of the Employer's Agent will be to ensure enforcement of the Environmental Management Programme and Procedures and supplementary recommendations made by the EEA; review and approve the Method Statements submitted by the Contractor; and liaise with the Contractor, the EEA and DEDEAT on environmental matters as necessary.

Responsibilities of the Employer's Agent will include, but not be limited to:

- Communicating the advice of the EEA and/or contents of the EEA's reports;
- Issuing site instructions where applicable;
- Communicating to the EEA any new/amended construction activities;
- Informing the EEA of any infringements/accidents or incidents that have occurred on/off site;
- Implementing any Temporary Work Stoppages where serious environmental infringements and non-compliances have occurred;
- Issuing penalties as and when necessary; and,
- Maintaining a record of complaints and communicating these to the Contractor and EEA.

Should the Employer's Agent be of the opinion that the environmental management measures are not being adhered to, and that the appropriate corrective action is not being implemented, the Employer's Agent, advised by the EEA, will be at liberty to instruct the Contractor to cease the related operations until the contractor complies with the relevant requirements. The contractor will not be entitled to any extension of time for such stoppages.

### **(b) Responsibilities of the Employer's Environmental Agent (EEA)**

The role of the EEA will be to monitor, review and verify the implementation of the EMP and liaise with the Employer's Agent and/or Employer, and DEDEAT to confirm the level of compliance achieved and make appropriate recommendations on improvements/actions required.

The responsibilities of the EEA will include, at a minimum:

- Advising the Employer's Agent on the interpretation and enforcement of the Environmental Specifications;
- Assisting with the review of Method Statements;
- Demarcating particularly sensitive areas;
- Monitoring any basic physical changes to the environment as a consequence of the construction works – e.g. evidence of erosion, dust generation and littering;
- Undertaking monthly site inspections and submitting reports on the level of compliance to the EMP demonstrated by the Contractor;
- Undertaking quarterly audits, with reporting to the relevant authorities;
- Undertaking any damage assessments with the Employer's Agent where incidents, accidents and/or serious infringements have occurred on/off site, and advising on remedial actions required;
- Liaising with the relevant authorities as required; and
- Updating the EMP as and when appropriate and communicating these changes to the Employer's Agent and Contractor.

### **(c) Responsibilities of the Contractor**

The Contractor will be contractually required to undertake his activities in an environmental responsible manner. The role of the Contractor will include the following, at a minimum:

- To implement the EMPr (and any subsequent revisions) for the duration of the construction activities;
  - To provide reasonable resources for the effective control and management of environmental risks associated with the construction activities, as per the EMPr;
  - To assign tasks to personnel as necessary and ensure appropriate accountability and responsibility is assigned to enable the carrying out of these duties;
  - To maintain incident, training and other relevant administrative records; and
  - To ensure all personnel, sub-contractors and other workers appointed by the Contractor are aware of the environmental responsibilities on site.
- These roles will, at a minimum, translate into the following environmental responsibilities:

- Be familiar with the contents of the EMPr and to comply with the EMPr;
- Submit the necessary Method Statements and plans to the Employer's Agent for approval;
- Review the EEA Reports and take cognisance of the information/recommendations made;
- Notify the Employer's Agent immediately in the event of any accidental infringements of the Environmental Specifications and ensure appropriate remedial action is taken;
- Notify the Employer's Agent in advance of any amendments/changes to the proposed work activities to enable environmental impacts to be confirmed and mitigation measures identified; and
- Maintain records – e.g. photographic records, complaints records, training records and incident records.

**(d) Responsibilities of the Environmental Representative**

The Contractor shall on commencement of the Project appoint an Environmental Representative who, in addition to his normal duties, shall have direct responsibility for the implementation and monitoring of the Environmental Management Programme.

The Environmental Representative shall liaise with the Employer's Agent, the EEA and the Contractor, in order to ensure effective implementation of the Environmental Management Programme at site level. The Environmental Representative will be responsible for the practical implementation and monitoring of the Environmental Management Programme and he shall report directly to the Employer's Agent in this regard. The Environmental Representative shall periodically inspect and monitor operations on and off site and shall take the necessary action where required to ensure compliance with the requirements of the Environmental Management Programme. The Environmental Representative shall attend all regular site Works meetings for reporting, discussing and reviewing the performance of the Environmental Management Programme (which shall be a standard item on the agenda).

**F1006 METHOD STATEMENTS**

The Contractor shall be required to submit Method Statements to the EEA outlining proposed construction activities, phasing and procedures and methods to comply with the targets stipulated in the Environmental Management Programme. Method Statements shall, where applicable, include Site Establishment Drawings with sufficient detail to assess the potential impact of the site facilities or to assess the degree of safeguarding provided against pollution.

Method Statements shall indicate how the procedures will be applied in order to meet the relevant targets and are central to the proper implementation of the Environmental Management Programme. It is anticipated that in addition to assessing the systems and performance of the Environmental Management Programme, the external audit will scrutinise the formulation of, and adherence to Method Statements in some detail.

Method Statements must be submitted at least 10 days prior to the proposed commencement of related activities and must be approved by the EEA, in consultation with the Employer's Agent. The Environmental Representative shall keep copies of these Method Statements and letters of approval (including conditions attached) in a Method Statement file.

Any deviations from the approved Method Statements must be submitted to the EEA for approval and any amendments submitted to the Employer's Agent.

The following Method Statements shall be submitted by the Contractor 14 days prior to the commencement of works on site:

- (a) Layout and preparation of the construction camp;
- (b) Location, layout and preparation of cement/concrete batching facilities including the methods employed for the mixing of concrete including the management of runoff water from such areas;
- (c) Contaminated water management plan, including the containment of runoff and contaminated water;
- (d) Dust control;
- (e) Source of water for compaction and dust suppression;
- (f) Method for the control of erosion during bulk earthwork operations, including erosion of spoil material;
- (g) Methods for abstracting water from rivers or other water sources including measures to prevent pollution and sedimentation;
- (h) Emergency spillage procedures, including hydrocarbons, and compounds to be used;
- (i) Method of diverting stormwater during construction; and
- (j) Solid waste control and removal of waste from Site;

#### **F1007 MATERIALS, PLANT AND FACILITIES**

##### **(a) Materials handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications of the EMPr.

The Contractor shall ensure that these delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMPr.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All lay down areas for manufactured/imported material outside of the construction camp shall be subject to the Employer's Agent's approval, which shall not unreasonably be withheld.

##### **(b) Hazardous substances**

Hazardous chemical substances (as defined in the Regulations for Hazardous chemical Substances) used during construction shall be stored in secondary containers.

The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDS's shall be followed in the event of an emergency situation.

Potentially hazardous substances shall be stored, handled and disposed of in a suitable manner.

##### **(c) Fuel (petrol and diesel) and oil**

The Contractor shall ensure that all fuels and chemicals are handled and stored in a manner so to minimise the risk of spills, leaks or structural failures.

Fuel may be stored on Site and the fuel storage area shall be located at the workshop or a fuel storage depot located within the construction camp.

The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowsers.

The tanks/bowsers shall be situated on a smooth impermeable surface (plastic or concrete) base with an earth bund (plastic must have sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 110% of the total capacity of all the storage tanks/bowsers.

The bunded area shall be covered to prevent the accumulation of rainwater within the bunded area.

The Contractor shall prevent unauthorised access into the fuel storage area.

The Contractor shall have on Site all the necessary materials and equipment to deal with spills of any of the substances stored on Site.

The Contractor shall set up a procedure to deal with a spillage or pollution event; this should include immediate communication with the Employer's Agent and EEA. A number of the Contractor's staff shall be appropriately trained to deal with any spills or pollution threat.

No smoking shall be allowed within the vicinity of the fuel storage area.

The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Gas and fuels shall not be stored in the same storage area.

Where reasonably practical, plant shall be refuelled at the depot or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the Employer's Agent prior to any refuelling activities.

The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 litre of hydrocarbon liquid spill. This material must be approved by the Employer's Agent prior to any refuelling or maintenance activities.

Drip trays shall be inspected and emptied daily, and serviced when necessary. Drip trays shall be closely monitored during rain events to ensure that they do not overflow.

The appropriate signage must be erected at the diesel bowser and workshops.

**(d) Ablution facilities**

A sufficient number of chemical toilets shall be provided by the Contractor in the construction camp area and at appropriate locations agreed by the Employer's Agent. The ratio of toilets to site staff shall not exceed 1:30 (for each sex (refer to the Health and Safety Specification in Section C of the Contract Document), and the closest toilet shall never be further than 100 m away from the area where work is currently under way.

Toilets shall not be located in river courses or flood plains.

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

All temporary/portable toilets shall be secured to the ground to the satisfaction of the Employer's Agent to prevent them toppling due to wind or any other cause.

All toilets are to be maintained in a clean, sanitary condition. The Contractor shall be responsible for cleaning, maintenance, servicing and emptying the toilets on a regular basis. The Contractor shall supply adequate toilet paper at all toilets.

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site.

Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

Septic tanks may be used only once the soil conditions have been checked and found to be suitable.

The contractor may make use of a waste water treatment plant (or sewage package plant), should this be required, provided such a facility has been authorised and/or registered by the relevant authorities (DEDEAT and DWS) according to the NEMA EIA Regulations (Government Notice No R. 385) and the National Water Act (Act No 36 of 1998).

**(e) Living Accommodation (if necessary)**

The location of the living accommodation must be approved by the local authorities and the traditional leadership.

The living accommodation should be located on already transformed and disturbed areas.

The living accommodation should not be located within the Coastal Conservation Area, ie within 1,0 km of the coast or high water mark of any estuary.

The living accommodation should not be located at the coastal development nodes, unless prior permission has been obtained in writing from the DEDEAT.

Living accommodation for workers on Site should comply with minimum standards.

All temporary structures shall be removed and the area rehabilitated on completion of the works.

The Contractor shall designate eating areas for his employees. The Contractor shall provide bins with lids in these areas.

The source of energy/fuel for use by the workers residing in the area must be clearly specified. There must be no collection of wood outside the designated area.

**(f) Solid waste management**

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur.

The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily.

The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer's Agent has approved.

No burning of refuse is permitted.

All solid waste shall be disposed of off-site at least once weekly at a licensed landfill site. The nearest licensed landfill site is at Hamburg or as indicated by the Employer's Agent.

The Contractor shall supply the Employer's Agent with a certificate of disposal.

**(g) Contaminated water**

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water.

The Contractor shall notify the Employer's Agent immediately of any pollution incidents on Site and liaise with the local irrigation board and farming interests.

The Contractor shall prevent discharge of any pollutants, such as cements, concrete, lime, chemicals and fuels into any watercourses, estuaries or stormwater channels.

Water that has been contaminated with suspended solids, like soils and silt may be released into natural watercourses or stormwater channels. However, all suspended solids shall be removed from water before it is discharged by settling out these solids in settling ponds.

**(h) Site camp**

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of area disturbed.

The Contractor shall provide the Employer's Agent with a plan of the site camp showing the layout/positioning of all infrastructure including wash bays, fuel storage areas, materials storage areas, sewage infrastructure and buildings. The Contractor shall maintain a map of the site layout that indicates where the wash bays, fuel storage areas, topsoil sites etc are located. The Employer's Agent and EEA must approve this.

Where site camps are to be established the feasibility of removing topsoil from the site, before site establishment, shall be investigated. Removed topsoil should then be stockpiled for use in rehabilitation of the site camp

The site camp should not be located within the Coastal Conservation Area, ie within 1,0 km of the coast or high water mark of any estuary, or within 100 m of any drainage line.

The site camp should not be located at the coastal development nodes, unless prior permission has been obtained in writing from the DEDEAT.

All water requiring discharge, including wastewater from kitchen and ablution facilities, should be led to soak pits, treated or discharged in a manner approved by the Employer's Agent. No wastewater shall be discharged into rivers or streams.

Site camps and surrounds shall be maintained in a clean, tidy and orderly condition at all times.

The Contractor shall restore the site camp to its former condition upon completion of the works. This will include removal of all rubble and foundations, loosening of compacted soils and re-establishing groundcover. Where a homestead has been used as a site camp, the Contractor may be required to renovate the buildings once the works are complete.

**(i) Lights**

The Contractor shall ensure that any lighting installed on the Site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area. Lighting installed shall be down lighting.

**(j) Workshop, equipment maintenance and storage**

Where practical, all maintenance of equipment and vehicles on Site shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Employer's Agent prior to commencing activities.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Employer's Agent's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation.

The workshop shall have a smooth impermeable concrete floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil).

When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for “parked” plant (such as scrapers, loaders, vehicles).

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in a wash bay area which must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

**(k) Drinking and construction water**

Water for drinking and construction purposes should be obtained from local reticulation works, or an approved source. Unless approved by DWS, water should not be extracted from nearby dams and rivers, and construction activities should not be conducted in or directly adjacent to rivers and dams.

Water is a scarce resource throughout South Africa and certain parts of the Eastern Cape Province are prone to water shortages during periods of drought. Water, whether drinking or for operational purposes must be used responsibly.

**F1008 CONSTRUCTION ACTIVITIES**

**(a) Working Areas**

The road construction and associated activities may be conducted only in designated working areas. Limitation of these activities to specific working areas minimises the impact on the surrounding environment and facilitates control of the works. Sites should be divided into working areas and “no-go” areas:

- (i) Working areas are those areas required by the Contractor to undertake the works and as approved by the Employer’s Agent. These areas include the area of works, borrow areas and haul roads between the working site and borrow areas. If necessary, the working areas may be demarcated during the period. The Contractor and his staff are not permitted to move around outside the designated working areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or material enters the “no go” areas at any time.

Within the overall working area, the Contractor requires the Employer’s Agent’s approval for the following specific areas:

- (1) Site Camp.
- (2) Stockpiling and storage of construction materials.
- (3) Stockpiling of topsoil for rehabilitation purposes.
- (4) Spoiling of cleared vegetation (alien/invasive species).
- (5) Sites for spoil materials.

- (ii) “No-go” areas are those areas outside of working areas. The Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations directed by the Employer’s Agent. Such fences shall, if so specified, be erected before undertaking designated activities. Venturing outside of the working area into a defined “no-go” area may attract a fine as indicated in Clause F1014.

**(b) Protection of Flora and Fauna**

Natural features, indigenous flora and fauna in the vicinity of the project works should be protected and damage or disturbance prevented or minimised; specifically:

- (i) The removal of any indigenous vegetation must be in strict accordance to the conditions as set out by the DAFF permit.
- (ii) No plant species may be removed unless agreed by the EEA or unless they are listed as alien invasive species.
- (iii) The minimum amount of vegetation must be removed. Excessive clearing of a site must be avoided. Disturbance outside of the immediate construction area must be avoided.
- (iv) No construction staff may have access to indigenous vegetation outside of the working corridor.
- (v) The use of indigenous plants as firewood is prohibited.
- (vi) Where protected or Red Data Species are encountered and require removal, the EEA should be consulted and the plant(s) then replanted in a nearby 'safe' area of similar habitat. Permission should be obtained from DEDEAT, Eastern Cape.
- (vii) All fauna (including domestic livestock) within and surrounding the site shall be protected; they shall not be caught, poisoned, trapped, snared or killed.
- (viii) No domestic animals shall be brought onto the site.

**(c) Sites of Archaeological and or Cultural Interest**

The Contractor shall take responsible precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal.

Should an archaeological or cultural site be located during the upgrading of the route or any associated infrastructure, it should immediately be reported to the National Monuments Council. Failure to report a site of archaeological and/or cultural significance is a contravention of the National Heritage Act (Act No 25 of 1999).

All construction site staff must be briefed to immediately report any potential sites which are encountered during the construction of the road. In the event of finding what appears to be an archaeological site or a cultural and/or historic site or object, work should be terminated until a qualified archaeologist or historian can examine the item or find.

The contractors must check the area carefully for any graves. The relocation of graves must be undertaken in consultation with the affected families and through the Project Steering Committee. The correct procedures for the exhumation and reburial of the remains must be strictly adhered to.

**(d) Protection of Natural Features**

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Employer's Agent.

Any features affected by the Contractor in contravention of this clause shall be restored/rehabilitated to the satisfaction of the Employer's Agent.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, and open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

**(e) Aesthetics**

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

**(f) Conservation and Stockpiling Of Topsoil**

Topsoil shall be removed from the following areas no longer than 10 days before construction begins:

- (i) All areas to be excavated;
- (ii) Areas to be occupied by roads, including the temporary haulage road;

- (iii) Areas for the storage of fuels;
- (iv) Areas to be used for batching/mixing of concrete;
- (v) Areas for stockpiling of construction materials;
- (vi) Areas for stockpiling of crushed rock; and
- (vii) Areas for spoiling material.

Topsoil shall be excavated to a minimum depth of 150 mm or to a maximum depth of 300 mm. Compaction of these topsoil stockpiles is not permitted. Where topsoil has been stored for longer than 12 months the Contractor shall turn the soils to maintain viability of the seeds and the soil properties.

The topsoil stockpiles shall be clearly demarcated and vehicle access restricted. The topsoil shall not be contaminated with any fuels, oils or other construction waste or materials.

Topsoil shall not be mixed with any other material (construction rubble, subsoil etc) and erosion of the topsoil stockpiles must be prevented.

**(g) Erosion Control**

Soil erosion shall not be tolerated on the Site. Uncontrolled erosion will cause siltation and pollution of the stream and result in loss of valuable topsoil. The Contractor should take all reasonable measures to prevent soil erosion and protect areas susceptible to erosion. Erosion prevention measures must be implemented to the satisfaction of the Employer's Agent.

Areas affected by construction related activities must be monitored regularly for evidence of erosion. Areas particularly susceptible to erosion include: areas stripped of topsoil, soil stockpiles and steep slopes (gradients > 8%).

Soil erosion may result from a diversion, a restriction, or an increase in the flow of stormwater or river flow caused by the presence of temporary/permanent works, operations and activities. Where evidence of erosion appears, the construction of contour berms, cut-off drains or planting of grass sods / ground cover may be necessary.

The Contractor shall take reasonable measures to control the erosive effects of stormwater runoff. A cut-off drain(s) or low berm will be constructed where necessary to lead run-off rain water away from steep, exposed slopes, ensuring that the water does not flow over the slopes and cause erosion. Water from these drain(s) will be disposed of in such a way that the erosive force of the water in the drain(s) is dissipated and erosion does not occur at the drain discharge point(s).

Where erosion does occur the Contractor shall reinstate such areas and areas damaged by the erosion, at his own cost and to the satisfaction of the Employer's Agent and EEA. Topsoil that has been washed away shall be replaced.

The access/haul roads, after ripping, must be topsoiled and hydroseeded with an appropriate hydroseed mix and the same specifications apply as in the other areas that require hydroseeding.

The order for the seeds must be placed timeously to ensure availability at the time required.

**(h) Prevention of Pollution**

The Contractor should ensure that pollution of the soil or water (i.e. surface and ground) does not occur as a result of any activities on Site. Pollution could result from the release, accidental or otherwise, of chemicals, oils, fuels, sewage, wastewater containing kitchen waste, detergents, solid waste and litter, etc. Specific measures to be taken to prevent the pollution of the environment include:

- (i) Immediately report and manage any leakage or spillage with appropriate spill contingency equipment and measures.
- (ii) All fuels, oils, lubricants and other petrochemical products must not be stored within 100 m of any estuary, wetlands and rivers.
- (iii) Fuel lubricants, solvents, paints, and other chemicals must be stored within the contractors campsite in a facility secured with lock and key. Storage should be on a bunded, impervious site (secondary containment).
- (iv) Maintenance of vehicles must only take place in a designated workshop with a concrete base and drip trays for the collection of waste lubricants. Emergency maintenance vehicles must be equipped with drip trays and absorbent material, such as spillsorb, to collect and contain waste oils.
- (v) No rock, silt, cement, grout, asphalt, petroleum product, timber, vegetation, domestic waste, or any deleterious substance should be placed or allowed to disperse into any stream, river, pond, storm or sanitary sewer, or other watercourse.
- (vi) Ensure all construction equipment is free of leaks from oil, fuel or hydraulic fluids and is cleaned in an area with a suitable controlled runoff.
- (vii) Refueling activities should not be conducted where runoff could carry contaminants into drainage pathways (including stormwater drains/trenches and sewers).
- (viii) Washing of vehicles must be kept to a minimum and must only take place in a designated area on an impervious surface which drains into an oil sump.
- (ix) Cleaning out of concrete mixers and trucks must take place on a properly designated site where there is no opportunity for the pollution of water bodies.

**(i) Stockpiling/Spoiling of Materials**

The Employer's Agent and EEA shall approve all stockpiling and spoiling sites and confirm the end-use or rehabilitation plans for these sites.

The stockpiles should be located within demarcated construction sites. Material stockpiled should be done so in such a way as to minimise the spread of materials and the impact on the natural vegetation. The Contractor should ensure that no materials 'creep' into "no-go" areas.

No spoiling of material should take place below the 1:100 year floodline of any river, stream, and wetland or water course.

The Contractor, upon completion of the project shall reinstate areas used for stockpiling to their former states.

**(j) Asphalt, Bitumen and Paving**

Over spray of bitumen products outside of the road surface and onto roadside vegetation shall be prevented using a method approved by the Employer's Agent.

The area used for the storage of bitumen drums/products shall comply with the following:

- (i) The floor shall be smooth and impermeable (concrete or thick plastic covered in sand).
- (ii) The floor shall be bunded and sloped towards a sump to contain any spillages of substances.
- (iii) The bund shall be inspected and emptied daily, and serviced when necessary.
- (iv) The bund shall be closely monitored during rain events to ensure that they do not overflow.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating of bitumen products shall only be undertaken using LPG or similar zero emission fuels and appropriate fire fighting equipment shall be readily available.

Water quality from runoff from newly/fresh bitumen surfaces will be monitored by the Employer's Agent and remedial actions taken where necessary.

Stone chip/gravel excess shall not be left on road/paved area verges. This shall be swept/raked into piles and removed to an area approved by the Employer's Agent.

**(k) Cement and Concrete Batching (if necessary)**

The permitted location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) will be indicated by the Employer's Agent. The concrete/cement batching plant shall be kept neat and clean at all times.

The batch plant should not be located closer than 100 m from any water course or wetland and not below the 1:100 year floodline of any water course or wetland.

The batching plant shall be located on a smooth impermeable surface (plastic or concrete). The area shall be bunded and sloped towards a sump to contain any spillages of substances.

No batching activities shall occur directly on the ground. All wastewater resulting from batching of concrete shall be disposed of via the wastewater management system and shall not be discharged into the environment.

Used bags shall be stored in weatherproof containers to prevent windblown cement dust and water contamination. Used bags shall be disposed of on a regular basis via the solid waste management system, and shall not be used for any other purpose.

Unused cement bags shall be stored so as not to be affected by rain or runoff events. In this regard, closed steel containers should be used for the storage of cement powder and any additives.

The Contractor shall ensure that sand, aggregate, cement or additives used during the mixing process are contained and covered to prevent contamination of watercourses, the surrounding vegetation and natural rock through wind or water dispersion.

All runoff from the batching plant shall be strictly controlled, and cement- contaminated water shall be collected, stored and disposed of off-site, at a location approved by the Employer's Agent.

Contaminated water storage areas shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented.

All visible remains of excess concrete shall be physically removed on completion of the plaster or concrete pour section and disposed of. Washing the remains into the ground is not acceptable. All excess aggregate shall also be removed and disposed of in an approved landfill site.

**(l) Dust Control**

Dust is regarded as a nuisance when it reduces visibility, soils private property, reduces the palatability of grazing grasses and may retard plant growth. It is also aesthetically displeasing.

The Contractor shall be responsible for the control of dust arising from his operations and activities. Control measures could include regular spraying of working/bare areas with water, at an application rate that will not result in soil erosion or runoff.

**(m) Vehicles and Access Roads**

Site vehicles should be permitted access only within the demarcated construction sites or on existing roads, as would be required to complete their specific tasks. Vehicles are not permitted on re-vegetated areas.

Site vehicle traffic should be limited to specific access roads to prevent unnecessary damage to the natural environment.

On the Site the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500 m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 40 km/hr.

**(n) Traffic Control and Temporary Deviations**

Increased traffic, especially heavy vehicle traffic, has the potential to draw complaints from nearby residents. The Contractor is expected to address any complaints received.

Temporary vehicular deviations should be located so as to cause minimal disruption to surrounding communities, minimal disturbance to flora, fauna and the surrounding landscape and minimal risk of erosion. The deviations shall not impede normal pedestrian or vehicular access to adjoining villages and community lands.

Each deviation route should be rehabilitated as soon as practically possible, and preferably immediately once the construction on the adjoining section of road has been completed.

**(o) Bridges, Culverts and Watercourse crossings**

The Contractor shall not pollute the river systems a result of construction activities. No construction materials shall be stockpiled within 100m of any watercourses.

The Contractor shall not divert, dam or modify any watercourse or stream without the approval of the Employer's Agent and DWS.

**(p) Water Abstraction**

Water for construction purpose may be abstracted from rivers or other small streams crossing the road only in receipt of the required permits from the Department of Water and Sanitation. A method statement must be prepared and approved for the abstraction of water.

During water abstraction the Contractor shall take all reasonable measures to limit sedimentation of downstream watercourses due to his activities and shall ensure that the flow in the river is never reduced below 50% of ambient. The temporary sump shall be removed from the river as soon as practically possible.

**(q) Earthworks**

All earthworks shall be undertaken in such a manner so as to minimise the extent of any impacts caused by such activities. No equipment associated with earthworks shall be allowed outside of the Site and defined access routes unless expressly permitted by the Employer's Agent.

**(r) Site Rehabilitation**

The Contractor shall be responsible for complete rehabilitation of the site, including spoil sites, access roads, haul routes, site camp, stockpile, crusher area, ablution facilities and storage areas.

The Contractor shall undertake full rehabilitation under no extra cost to the Employer.

The Contractor should implement progressive rehabilitation: once works are complete in a particular area, rehabilitation/re-vegetation could begin. This would provide the opportunity to assess whether or not the methods employed are suitable and successful and would help prevent erosion in impacted areas.

Where re-vegetation of an area is not successful the Contractor will replant these areas, at no additional cost to the Employer.

The Contractor shall provide the EEA and Employer's Agent with a comprehensive plan for rehabilitation of the entire site. This plan must meet the approval of the EEA and Employer's Agent. The following points must be taken into account when drawing up the Rehabilitation Plan:

- (i) The Plan should be flexible – where measures are found to be inefficient, the plan shall be modified, at no additional cost to the Employer.
- (ii) The Contractor shall be responsible for successful rehabilitation and re-vegetation of the site, for a minimum period of 12 months after construction is complete.
- (iii) The Plan shall include the eradication of young alien invasive plant species that may have become established during the construction period, in impacted areas and in rehabilitated areas.
- (iv) The growth of alien invasive plant species shall be monitored during the 12 month period following construction.
- (v) The Plan shall include grass seed mixes applicable to summer and winter.
- (vi) The Plan shall include suitable fertilisers and application rates.
- (vii) Successful re-vegetation means  $\geq 80\%$  of the seeded area is covered with grass/groundcover.
- (viii) Where there is insufficient topsoil to cover an area to specified depth, the Contractor shall import suitable topsoil at no cost to the Employer.
- (ix) Consideration should be given to using established seedlings of indigenous grasses such as *Digitaria eriantha* and *Cenchrus ciliaris* to at least augment the use of aliens in re-vegetation of bare areas. On eroded soil chopped bush should be spread over bare surfaces, the soil should be re-seeded and the veld rested.

**(s) Exotic Vegetation**

Exotic invasive vegetation shall be removed from any working areas and the site camp(s). These vegetation species shall also be eradicated when they begin to establish themselves in disturbed areas (disturbance of the natural vegetation will encourage the establishment of invasive species). In order to discourage the spread of exotic species, soil should not be moved from one part of the site to another without the consent of the EEA.

The EEA shall assist in the identification and eradication of exotic plant species. Methods of removal/eradication may involve hoeing by hand or the controlled application of herbicides.

**(t) Community Relations**

The Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Employer's Agent.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, information regarding the complaint itself and measures taken to address the complaint.

**(u) Social Disruption**

Where construction activities require the removal of fences from around private land, the occupants shall be warned at least three days in advance. These fences/boundary markers shall be reinstated as soon as construction is complete.

Care should be taken not to damage private property. No access to homesteads/farms or other such areas is permitted without permission of the resident and on agreement with the Employer's Agent.

The Contractor shall take measures to reduce disruption to users of the area abutting the Site.

**(v) Existing Services and Infrastructure**

The Contractor shall ensure that existing services (road, rail, pipelines, power lines and telephone services) are not disrupted or damaged, unless required by the contract and with the permission of the Employer's Agent.

**(w) Protection of the Public**

The Contractor shall be responsible for the protection of the public, and public property, from any dangers associated with the road construction and associated activities, and for the safe and easy passage of pedestrians and traffic in areas affected by project activities.

Any excavation material, spoil sites and other obstructions or excavations shall be suitably barricaded and/or demarcated with hazard tape.

**(x) Staff Safety and Education**

All staff shall be given an environmental induction course before beginning work on the site.

Telephone numbers of HAZMAT shall be posted conspicuously in the Contractor's office near the telephone.

**F1009 EMERGENCY PROCEDURES**

The following Emergency Procedures shall be submitted by the Contractor 14 days prior to the commencement:

**(a) Fire**

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

**(b) Accidental Leaks and Spillages**

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Employer's Agent and the relevant authorities.

The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times.

Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Employer's Agent.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown and where possible be designed to encapsulate minor hydrocarbon spillage.

The quantity of such materials shall be able to handle a minimum of 200 litres of hydrocarbon liquid spill.

In the event of a fire or accidental leak/spillage, the Contractor shall notify the Employer's Agent as soon as possible, but at least within 48 hours of the incident being noticed.

The telephone numbers for the closest Hazmat offices should be prominently displayed as bitumen and diesel spillage on construction and road building sites are fairly common. The cleanup procedure is critical to prevent contamination.

#### **F1010 ENVIRONMENTAL AWARENESS TRAINING**

Before any work is commenced on the Site, the Contractor's site management staff including foremen shall attend an environmental awareness training course of approximately one-hour duration presented by the EEA. The Contractor shall liaise with the Employer's Agent prior to the Commencement Date to fix a date and venue for the course. The EEA will provide the course content. The Contractor shall provide a suitable venue and ensure that the specified employees attend the course.

The environmental awareness training course shall be held during normal working hours. The information presented at the course shall be communicated to the Contractors employees on the site, to any new employees coming onto site after the initial training course and to his suppliers as required by the Project Specification.

The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Employer's Agent with a copy of the attendance register the day after each course.

The Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. These information boards shall be erected at the locations, agreed by the Employer's Agent and should contain the following symbols:

- (a) At working areas: Use drip trays, use toilets, no eating, no littering, no swimming, no picking of flowers, no dogs, no veld fires.
- (b) At eating areas: Use toilets, no littering, no veld fires.

#### **F1011 EXTERNAL AUDITING AND EVALUATION**

In order to ensure that the Environmental Management Programme is effectively implemented, it is important that regular external audits of the Environmental Management Programme are conducted. An Employers' (EEA) will be appointed by the Employer to undertake these audits on a monthly basis. The Employer's Agent shall arrange that these external audits do take place and that a system for addressing any problems identified during these audits, is formulated. The relevant documentation shall be kept and shall be available to the public.

#### **F1012 ENVIRONMENTAL MANAGEMENT DURING DECOMMISSIONING**

Environmental Management associated with the decommissioning of this project will ensure that the following items are addressed before issuing of the Completion Certificate and during the defects liability period:

- (a) All cleared sites are rehabilitated with indigenous grass material with a cover of at least 80%.
- (b) All visible alien plants are removed from disturbed sites.
- (c) All recyclable rubble and waste, for example, scrap metal, bottles, cans and plastics are collected and disposed of through a registered recycling company.
- (d) All non-recyclable rubble and solid waste be collected and disposed of at a registered waste disposal facility.
- (e) Provision has been made for stormwater control to prevent erosion from taking place post construction.

#### **F1013 MEASUREMENT AND PAYMENT**

Payment items to cover the Contractor's cost related to compliance with the Environmental Management Plan Implementation are included in the bill of quantities. These items are described under SCHEDULE A – GENERAL in SECTION F: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION.

#### **F1014 WORK STOPPAGE, NON-COMPLIANCE AND PENALTIES**

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications, until the situation is rectified in compliance with the specifications. In this event, the Contractor shall not be entitled to claim for delays or incurred expenses.

Any failure on the part of the Contractor to comply with the EMPr will entitle the Employer's Agent to certify work stoppage subject to the details set out.

The Employer's Agent shall be the judge as to what constitutes a transgression subject to the provisions of the Conditions of Contract. In the event that transgressions continue, the Contractor's attention is drawn to the provisions of the Conditions of Contract, under which the Contract Supervisor and/or Employer may cancel the Contract.

In addition to work stoppage, penalties may be issues where there is damage to the natural or human environment as a consequence of the transgression(s) and/or non-compliance(s). In such an event, the Contractor may be liable to pay a penalty at the instruction of the Employer's Agent.

A list of incidents that may lead to work stoppage are indicated below – this list is not exhaustive:

- (a) Failure to submit Method Statements timeously.
- (b) Failure to stockpile topsoil properly or materials in designated areas.
- (c) Inappropriate use of adjacent watercourses and water bodies.
- (d) Pollution of water bodies – including increased sediment loads.
- (e) Failure to maintain basic safety measures on site.
- (f) Animal poaching (wildlife or domestic).
- (g) Failure to provide waste disposal facilities or services.
- (h) Excess dust or excess noise levels emanating from the Contractor's Camp and construction areas.
- (i) Any person, vehicle, plant or item related to the Contractor's activities causing a public nuisance.
- (j) Failure to carry out liaison with adjacent landowners; causing damage to property without prior negotiation and/or compensation and/or causing other social infringements.
- (k) Failure to control the pollution risks from dispensing fuel or the storage of vehicles and plant (drip trays).

The Contractor shall be responsible for the costs associated with repairing any damage to the natural or human environment that may result from the transgression and/or the result of the work stoppage.

In the event of non-compliance with the requirement of these Environmental specifications, penalties will be imposed at the discretion of the Employer.

The value of any penalty imposed shall be determined in light of the consequential damage caused and the costs required to rehabilitate the damaged area. Values are given for basic non-compliances below and these shall be use to determine the penalty for an identified or notified occurrence.

Payment of any penalty in terms of the contract shall not absolve the Contractor from being liable for prosecution in terms of the any appropriate law.

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty.

The following penalties shall apply for environmental violations:

**F10.01 Penalty for Unnecessary removal or damage to trees for the following girth sizes:**

- (a) 2600 mm girth or less ..... R5 000 per tree
- (b) Greater than 2600 mm, but less than 6180 mm ..... R10 000 per tree
- (c) Greater than 6180 mm girth ..... R30 000 per tree

**(b) Serious violations:**

- (a) Hazardous chemical/oil spill and/or dumping in non-approved sites ..... R10 000 per incident
- (b) General damage to sensitive environments ..... R5 000 per incident
- (c) Damage to cultural and historical sites ..... R5 000 per incident
- (d) Uncontrolled/unmanaged erosion
- (e) (plus rehabilitation at contractor's cost) ..... R1 000 to R5 000 per incident
- (f) Unauthorised blasting activities ..... R5 000 per incident
- (g) Pollution of water sources ..... R10 000 per incident

**(c) Less serious violations:**

- (a) Littering on site ..... R1 000 per incident
- (b) Lighting of illegal fires on site ..... R1 000 per incident
- (c) Persistent or un-repaired fuel and oil leaks ..... R1 000 per incident
- (d) Any person related to the contractor's operations found within the designated "no-go" areas ..... R500 per incident
- (e) Any vehicles or equipment related to the contractor's operations found within the designated "no-go" areas ..... R3 000 per incident
- (f) Excess dust or excess noise emanating from site ..... R1 000 per incident
- (g) Dumping of milled material in side drains or on grassed areas ..... R1 000 per incident
- (h) Possession or use of intoxicating substances on site ..... R500 per incident
- (i) Any vehicles being driven in excess of designated speed limits ..... R500 per incident
- (j) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife ..... R2 000 per incident
- (k) Illegal hunting ..... R2 000 per incident
- (l) Urination and defecation anywhere except in designated areas ..... R500 per incident

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMPr is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

**ANNEXURE A: LIST OF PRE-CONSTRUCTION REQUIREMENTS**

NUMBER	DESCRIPTION
<b>1</b>	<b>METHOD STATEMENTS</b>
1a	Layout and preparation of the construction camp.
1b	Location, layout and preparation of cement/concrete batching facilities including the methods employed for the mixing of concrete including the management of runoff water from such areas.
1c	Contaminated water management plan, including the containment of runoff and contaminated water.
1d	Dust control.

<b>NUMBER</b>	<b>DESCRIPTION</b>
1e	Source of water for compaction and dust suppression.
1f	Method for the control of erosion during bulk earthwork operations, including erosion of spoil material.
1g	Methods for abstracting water from rivers or other water sources including measures to prevent pollution and sedimentation.
1h	Emergency spillage procedures, including hydrocarbons, and compounds to be used.
1i	Method of diverting stormwater during construction.
1j	Solid waste control and removal of waste from Site.
1k	Method for the construction of the bridge and the removal of the existing structure. This must include detailed procedures for working within the streambed and the prevention of sedimentation through the construction of temporary coffer dams.
<b>2</b>	<b>CONTRACTOR'S ENVIRONMENTAL REPRESENTATIVE</b>
2a	The Contractor must appoint in writing of their Environmental Representative and provide proof thereof to the Engineer and Employers' Environmental Agent.
<b>3</b>	<b>ENVIRONMENTAL INDUCTION/EDUCATION</b>
3a	Contractor's management staff to have attended environmental awareness session from the Employers' Environmental Agent.
<b>4</b>	<b>SITE OFFICE LOCATION</b>
4a	Localities for the site office and storage yard areas to be approved by the Engineer and Employers' Environmental Representative.
<b>5</b>	<b>ENVIRONMENTAL POLICY</b>
5a	Contractor to submit Environmental Policy to the Employers' Environmental Representative.

**ANNEXURE B: LIST OF DURING CONSTRUCTION REQUIREMENTS**

NUMBER	DESCRIPTION
1	<b>TO BE SUBMITTED TO EMPLOYERS' ENVIRONMENTAL AGENT ONCE CONSTRUCTION HAS COMMENCED</b>
1a	The Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer.
1b	The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, information regarding the complaint itself and measures taken to address the complaint.
1c	Localities for site office, storage yards, stockpile and spoil areas approved by the EEA.
1d	All Contractor staff made aware of the environmental sensitivities of the site and should be reminded regularly through toolbox talks that they must not litter, must use toilets etc. The EEA can provide a booklet to assist the Contractor with this compliance activity.
1e	The Contractor must ensure that a hard copy of the project EMPr (and all other environmental approvals) is kept on site at all times. Hard copies of all monthly EEA reports must also be kept on site.
1f	Letter of agreement from site office landowner to be submitted to the EEA.
1g	Letters of agreement from stockpile and/or spoil area landowners to be submitted to the EEA.
1h	A hydrocarbon spill kit must be purchased and kept at the site office/workshop.
1i	Identify and engage the local registered landfill site that will accept the construction waste generated on site.
1j	Identify and engage the appropriately registered landfill site or service provider that will accept the hazardous waste generated on site.
1k	Appropriate bunded areas must be constructed for storage of fuel and other hazardous substances.
1l	Workshop and vehicle washbay area constructed to EMPr specifications.
1m	Department of Water and Sanitation (DWS) permit obtained for water abstraction from surface water sources (eg. dams, rivers, streams) if these are to be used for construction water on site.
1n	Department of Water and Sanitation (DWS) permit obtained for release of treated effluent water from water treatment plant on site (if required or necessary).

**ANNEXURE C: LIST OF REHABILITATION PHASE REQUIREMENTS**

NUMBER	DESCRIPTION
1	<p><b>REHABILITATION PLAN</b></p> <p><b>The Contractor shall provide the Employers’ Environmental Agent and Engineer with a comprehensive plan for rehabilitation of the entire site. This plan must meet the approval of the Employers’ Environmental Representative and Engineer. The Rehabilitation Plan must be submitted (at the latest) once 50% of the project works have been completed.</b></p>
1a	The Plan should be flexible – where measures are found to be inefficient, the plan shall be modified, at no additional cost to the Employer.
1b	The Contractor shall be responsible for successful rehabilitation and re-vegetation of the site, for a minimum period of 12 months after construction is complete.
1c	The Plan shall include the eradication of young alien invasive plant species that may have become established during the construction period, in impacted areas and in rehabilitated areas.
1d	The growth of alien invasive plant species shall be monitored during the 12 months period following construction.
1e	The Plan shall include grass seed mixes applicable to summer and winter.
1f	The Plan shall include suitable fertilisers and application rates.
1g	Successful re-vegetation means $\geq 80$ % of the seeded area is covered with grass/groundcover.
1h	Where there is insufficient topsoil to cover an area to specified depth, the Contractor shall import suitable topsoil at no cost to the Employer.
1i	Consideration should be given to using established seedlings of indigenous grasses such as <i>Digitaria eriantha</i> and <i>Cenchrus ciliaris</i> to at least augment the use of aliens in re-vegetation of bare areas. On eroded soil chopped bush should be spread over bare surfaces, the soil should be re-seeded and the veld rested.

**ANNEXURE D: LIST OF TYPICAL ENVIRONMENTAL IMPACTS ASSOCIATED WITH ROAD CONSTRUCTION PROJECTS**

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

Contents	Environmental Impacts			
	Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation
	Spillage Storage			
Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil
Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds
Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds

Province of the Eastern Cape  
Department of Transport  
Directorate: Transport Infrastructure – In-House  
Roads Construction Unit  
**SCMU10-25/26-0004**

Supply, Delivery and Implementation of Road  
Marking Services and Erection of Permanent  
Road Signage on Projects implemented through  
In-House Construction Teams for a period of  
Thirty-Six (36) Months.

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**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION  
TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**CONTRACT**  
**PART 4 (OF 4) : SITE INFORMATION**

**C4 : SITE INFORMATION**

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#### **C4.1 MISCELLANEOUS**

The works specifications form an integral part of the contract documents and shall be deemed to supplement, the Standard Specifications

In the event of any discrepancy or conflict with any part or parts of the Standard Specifications, the Bill of Quantities or the Drawings, the Works Specifications shall take precedence.

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

#### **C4.2 EMPLOYER'S OBJECTIVES**

The Employer's objectives are to deliver public infrastructure using labour-intensive construction methods (Where possible) and using local SMME sub-contractors wherever practical in the execution of certain items of the Works. In this specific instance the Employer's objectives are to undertake the installation of road signs and road marking in our In-House projects, and the current active projects are **Coffee Bay to Zithulele, Canzibe Hospital road, Cofimvaba to Askeaton and Tsilitwa Paving** in Qumbu.

Requirements are introduced that certain construction activities must be carried out by hand in terms of the Expanded Public Works Programme (EPWP) and by SMME sub-contractors.

##### **Labour-Intensive Construction**

The aim is to provide temporary employment opportunities for the communities in close proximity of the road by introducing labour-intensive construction methods on those items of the work that are suitable to be executed in this manner.

The upgrading and surfacing of the section of road on which the bridge is located, is being undertaken by the Department of Transport's In-house Construction Unit (IHCU). The site of the works will have to be shared with the IHCU and liaison will be required to avoid conflict.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximately detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities, Part C2 of this procurement document.

##### **Potential Variations**

It is a condition of this contract that the employer reserves the right to limit the expenditure on the works due to possible budget restraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time, before or during the contract period, to ensure that the final contract amount does not exceed the budgeted amount.

Should these conditions be applied, such adjustments or limitations shall be deemed to be a variation of the form or quantity of the works or any part thereof in terms of clause 6.3 of the General Conditions of Contract. The validity of the tender, the individual rates or sums tendered shall not be influenced by any such adjustments or limitations and no claim will be considered on the basis of such adjustments or limitations in terms of clause 6.11 of the General Conditions of Contract.

#### **C4.3 OVERVIEW**

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### **C4.3.1 PROJECT LOCATION**

The works to be carried out under this contract shall be on the current active projects that are executed by the Department's In House Construction unit and any other project/s that may arise. The current projects are **Coffee Bay to Zithulele, Canzibe Hospital road, Cofimvaba to Askeaton and Tsilitwa Paving** in Qumbu.

The main aspects of the work are as follows:

- a) Establishment on site
- b) Installation of road signs
- c) Application of road marking
- d) Site specific occupational health and safety precautions.

## **4.4 EXTENT OF THE WORKS**

### **4.4.1 Road signs and road markings**

Quantities for road marking and signage to be carried out shall be determined per project, where the Contractor shall be expected to establish and execute Works and then de-establish.

#### **C4.3.2.6 Existing Services**

Existing utility services that run parallel to and across the road, will have to be protected during construction. Electricity lines are overhead and are thus easily identified. Telephone lines are generally overhead, but underground cables may exist. It is not anticipated that any services will need to be relocated. Nevertheless, the contractor shall liaise with Eskom and Telkom and plan his work accordingly if necessary.

Water and sewerage mains are expected to exist at various locations along the alignment particularly near Hamburg. The local municipality may generally have a good record of where services are located. Nevertheless, close liaison with the municipality will be required.

## **C4.5 ACCOMMODATION OF TRAFFIC**

The accommodation of traffic during the construction period will be implemented to ensure the safe and unhindered passage of public traffic at all times.

Traffic will be accommodated as follows:

- (a) Through populated areas, traffic will be accommodated on other streets only when construction is in operation on the existing road/street. The contractor shall ensure that residents along the existing road/street in these areas have access to their properties at all times.
- (b) On deviations that will be constructed to accommodate two-way traffic where practically possible. Some of the temporary deviations will remain in place after the completion of the contract to be utilized as local distributor roads for the rural villages/developments along the road.
- (c) On deviations as well as parts of existing road as one-way traffic with STOP and RY/GO control during daytime and temporary traffic signals during the night, where the road is constructed in full width or in half widths.

Temporary closures of up to a maximum of four hours during daytime will be allowed for blasting and cleaning of the road where the construction of temporary deviations will not be possible. The travelling public and local residents shall be notified of these closures well in advance.

The contractor shall also provide a full time traffic safety officer for the duration of the contract.

The contractor will be allowed to use prefabricated pipes for the stormwater drainage in temporary deviations.

#### **C4.6 MAINTENANCE OF THE EXISTING ROADS**

The Contractor shall be responsible for all routine maintenance operations along the road reserve on the sections which fall within the limit of the working area, from the date of handing over of the site until the date of issue of the certificate of completion of the works. The maintenance of the existing gravel road is to be carried out using labour intensive methods for as many required activities as practical and as agreed by the Engineer.

Once the certificate of completion of the works has been issued the responsibility for normal maintenance of the road (e.g. collection of litter, clearing of drains, repair of road signs damaged by the public, etc.) shall revert back to the District Roads Engineer.

#### **C4.7 SERVICES**

No services are expected to be relocated. The list of known services (Part C3) indicated in the schedule are indicative only and must be confirmed by the Contractor.

#### **C4.8 DRAWINGS**

The reduced drawings that form part of the tender document shall be used for tender purposes only.

The Contractor will be supplied with three (3) paper copies of each of the drawings for construction. These paper copies are issued free of charge and the contractor shall only be provided additional copies on request and for his account.

Any information in the possession of the contractor, which the Engineer's Representative requires for completing his as-built drawings, shall be supplied to the Engineer's Representative before a certificate of completion will be issued.

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

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

#### **C4.9 POWER SUPPLY AND OTHER SERVICES**

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

The Contractor must liaise with the regional office of both Telkom and Eskom to confirm the position of all above and underground services, before commencing with the works.

Note should be taken of any Eskom restrictions on the supply of electricity as no claims in respect of power outages will apply.

#### **C4.10 CONSTRUCTION IN RESTRICTED AREAS**

It may be necessary for the Contractor to work within restricted areas. Except where provided for in the Specifications, no additional payment will be made for work done in restricted areas. The method of construction in these confined areas largely depends on the contractor's constructional plan.

However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

#### **C4.11 CONTRACTOR'S CAMP SITE**

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. Liaison with the local community, councillors, traditional leaders and municipality will be required to find a suitable site and due regard must be given to the impact of the camp on the daily lives of local residents. Approval for the use of the site shall be obtained from local authorities, or from residents associations, as well as the written approval of the Engineer.

The Contractor may utilize base camps for construction plant from where they can operate to ensure that a minimum of time is expended in travelling to the various work sites. The use of base camps will be at the Contractor's option. The same approvals are required for the base camps as for the main camp.

The site camp will require the submission and approval of an Environmental Scoping Report and Management Plan by the Department of Economic Development and Environmental Affairs (DEDEA). The Contractor shall take note of the requirements of Part C3 C of the Project Specifications, which deals with the necessary environmental management programme, with particular reference to batching plants, bitumen and fuel storage, and plant maintenance areas.

The Contractor shall also note the requirements in respect of the Occupational Health and Safety Act and its construction regulations.

The Contractor shall provide and maintain a continuous means of on-site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative.

#### **C4.12 SECURITY**

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the Employer. The Contractor will also be responsible for the security of the areas around the Engineer's offices and the laboratories. The cost of security is deemed to be included in the rates for accommodation and offices.

#### **C4.14 ENVIRONMENTAL MANAGEMENT**

The Contractor will be responsible for managing a non-specific Environmental Management Plan (EMP) in terms of Volume 5 of the Tender Documents. The Environmental Management Programme Report (EMPR) is legally binding and shall be adhered to at all times.

The Contractor's authorized agent shall report to the Engineer regarding compliance with the conditions as stipulated in the Environmental Management Plan. The Engineer will indicate an Environmental Control Officer who, in addition to their normal duties, will have direct responsibility for

the liaison with the Contractor and the Engineer to ensure the implementation and monitoring of the Environmental Management Plan. Monthly audits and detailed quarterly reports will be conducted by the environmental control officer.

The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in Volume 5 of the Tender Documents. The Contractor will be required to submit a Method Statement to the Environmental Control Officer (ECO) detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials. Where in the opinion of the Engineer, the Contractor has not adhered to these requirements; the Contractor shall rectify the damage at his cost and to the satisfaction of the Engineer.

#### **C4.15 PROJECT STEERING COMMITTEE (PSC)**

A Project Steering Committee (PSC) will be established to manage community issues relating to this project in accordance with the provisions of Part C3 Section F : Labour Specifications. The Contractor will have one senior member of his staff as representative on the PSC without any voting powers.

#### **C4.16 COMMUNITY LIAISON OFFICER (CLO)**

It will be required from the Contractor to employ a Community Liaison Officer (CLO) during the execution of the Works as specified in Part C3 Section F: Labour Specification of this Works Specification.

#### **C4.18 LABOUR INTENSIVE CONSTRUCTION METHODS**

##### **C4.18.1 General**

It is a requirement of this contract that certain activities shall be constructed by means of labour-intensive construction methods in terms of the Expanded Public Works Programme (EPWP).

It is therefore required that as much of the construction works as practically possible and feasible be undertaken by labour-intensive construction methods in accordance with the provisions of Part C Section F Labour Specification of the Works Specification.

##### **C4.1.8.2 Targeted Labour**

The targeted labour for the purpose of this project will be South African citizens who permanently reside within a direct distance of approximately 5 km from the road centre line.

The contractor shall therefore employ labourers, artisans and subcontractors for the execution and completion of the Works from the local communities within the above target area in accordance with the provisions of Part C Section F : Labour Specifications

##### **C.4.1.8.3 Local Labour Goal**

The minimum local labour goal for this contract, as defined in Section F shall be **10%** of the tender value excluding allowances for contingencies, Provisional sums, Contract Price Adjustment (CPA) and VAT.

Failure to comply to this minimum local labour goal will result in the payment of a penalty in accordance with subsubclause F1.5 in Section F of the Scope of Work.

If required, after consultation with the community, rotation of labour may be necessary. This will take place on a four to six month basis and will be confined to general labourers. This must be allowed for in the tender rates and no additional payments will be made.

The contractor and his Sub-contractors shall ensure that they enter into a Contract of Employment with each employee engaged on this Contract. A copy of the Contract of Employment completed for each employee engaged shall be given to the Engineer prior to their commencing work on this Contract.

Skilled workers and competent Sub-contractors may only be recruited elsewhere if not available locally. SMME's should also be prepared to carry out work by labour-intensive construction.

The portions of the Works listed below and those marked by LI in the Bill of Quantities shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-intensive construction methods only.

In respect of those portions of the Works which are not listed below the construction methods adopted and plant used shall be at the discretion of the Contractor, provided that the construction methods adopted and plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

#### **C4.1.8.4 Activities to be executed by means of Labour-intensive Construction methods**

At least the activities in the table below shall be executed by hand (labour-intensive construction methods).

ITEM NO	DESCRIPTION	ACTIVITY
<b>ROADWORKS</b>		
1500	Accommodation of Traffic	(i) Erection and relocation / moving of traffic control facilities. (ii) Operating of STOP/GO-RY facilities. (iii) Operation of traffic signals. (iv) Excavation, laying and backfilling of temporary culverts.
5600	Road Signs	(i) Excavation and backfilling for road sign supports. (ii) Erection of supports and road signs. (iii) Excavation, erection and backfilling of danger plates at culvert structures.
5700	Road marking	(i) Setting out for the road marking

The activities listed in the above table and those marked LI in the Bill of Quantities are compulsory activities and shall be done by hand. The engineer/contractor may identify further activities to increase the labour component of the contract.

#### **C4.19 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOYMENT OF THE CONTRACTOR**

- (a) The Contractor shall limit the use of his permanently employed personnel to that of key personnel only (as defined in Section F of the Scope of Work) and shall, subject to the further provisions of Section E of the Scope of Work execute and complete the works using a temporary workforce working directly for the Contractor and/or for Subcontractors.
- (b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant authorize in writing that the Contractor may use workers not being his key personnel but who are in his permanent employ in the execution of the Works. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:
  - (i) The unavailability of sufficient numbers of temporary workers and/or Sub-contractors to execute the Works, provided always that the Contractor has proved that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options;
  - (ii) The unavailability within the temporary worker pool and/or Subcontractor sources available to the Contractor in terms of the Contract, or sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time of completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract; and
  - (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

#### **C4.20 TRAINING**

Training of labourers employed locally shall be done strictly in accordance with the provisions of Section E of the Scope of Work.

#### **C4.21 SAFETY**

Refer to Section B sub-clause B1230 in the Scope of Work in respect of Safety requirements for this Contract.

#### **C4.22 AREAS AVAILABLE FOR TEMPORARY STOCKPILES**

The areas within the road reserve but outside the road prism, interchanges link roads, and intersection surfaces are available as temporary stockpile sites. The Contractor may under his own initiative, identify additional sites, but no additional sites will be permitted unless approved under the Environmental Management Plan and by the Engineer.

#### **C4.23 WASTE DISPOSAL SITES**

The Contractor shall arrange his own waste disposal and shall ensure that he conforms to all relevant legislation and regulations which terms of compliance should be for the Contractor's cost. The site must be approved under the Environmental Management Plan and by the Engineer. All disposal costs will be borne by the Contractor.

The Environmental Management Plan may designate areas of erosion and old quarries in the proximity of the works as waste disposal sites.

#### **C4.25 FAUNA AND FLORA**

Indigenous fauna is limited to invertebrates (insects) and avifauna (birds). Domestic livestock that dominate the current fauna of the region includes pigs, donkeys, goats, cattle, sheep, dogs, ducks, geese and chickens.

The Contractor shall cause no damage to fauna and flora. If, in the opinion of the Engineer, this happens, the Engineer is entitled to initiate prosecution by the relevant authorities.

#### **C4.26 CLIMATE**

Details of the climatic conditions were obtained from the South African Weather Service. The area traversed by the road is in the summer rainfall area, although on average significant rainfall occurs from January to June. There is less rain on average from July to December.

The mean annual rainfall at Hamburg, is 806,3 mm. The maximum rainfall events for a single day were recorded in January and February. It is noted, however, that even in the relatively dry months of June and July, high intensity storms have occurred which produced 24 hour rainfall figures in excess of 100 mm.

The area traversed by the road from Hamburg to R72 may therefore be classified, according to TRH 4: 1996, as having a "wet" macro climate, with mild relatively dry winters and hot to moderate summers. The Weinert N-value for this region is between 0 and 2, which indicates that the weathering of materials is usually by decomposition. The weathering of crystalline rocks such as dolerite can be fairly deep.

Summer temperatures can be very hot and humid, while cold fronts affect the area in winter. The closest relevant weather station for which temperature data is available is at East London.

The average summer daily temperature is about 27 °C, but daytime highs above 35 °C frequently occur. The average daily temperature during winter is around 4.5 °C, while light frosts have been recorded on rare occasions. The variation between the average maximum and minimum temperatures in a month is between 18 and 27 °C and is more or less constant throughout the year.

The Contractor shall take note of the average rainfall per month in preparing his programme. Work on the new structure should be programmed in the drier months to minimize the risk of flooding while

working on the foundations and sub-structure. The bridge being constructed will require work in the river beds as piles are envisaged.

**Table 2 Maximum and Minimum Temperatures (East London)**

Month	EAST LONDON			
	Maximum ° C		Minimum ° C	
	Aver.	Extreme	Aver.	Extreme
January	29.2	45.1	16.6	6.9
February	29.3	45.5	16.6	6.5
March	28.1	43.3	15.4	4.5
April	26.2	41.1	12.1	2.6
May	24.0	37.6	8.7	0.1
June	21.9	33.0	6.0	-2.0
July	21.9	35.8	5.2	-2.2
August	22.6	35.0	6.4	-1.5
September	23.6	39.9	8.8	-1.5
October	24.6	42.0	11.0	0.5
November	26.3	44.6	12.9	3.9
December	28.1	44.1	14.7	6.2

Of particular concern is the combination of high temperatures and high humidity in summer. The contractor should be prepared for the possibility of closing the site in the event of the Discomfort / Humiture index rising above 105 in the interest of health and safety. At all time during the summer months, workers shall have access to a plentiful water supply to prevent dehydration.

#### **C4.27 MONTHLY CERTIFICATES**

The statement to be submitted by the contractor in terms of Clause 6.10 of the General Conditions of Contract shall consist of the original certificate plus two paper copies. The certificate shall be prepared in a form acceptable to the Employer and shall be on A4-size paper. The certificate shall be accompanied by an updated schedule of quantities showing the previous, current month and total quantities to date being claimed. The duly completed payment certificate, supporting documentation and invoice shall be submitted to [inhouseconstruction.invoices@ectransport.gov.za](mailto:inhouseconstruction.invoices@ectransport.gov.za).

Payment will be made in terms of the relevant items in the Contract Data, Part C1, with specific reference to the items which qualify Clause 6.10 of the GCC.

#### **C4.28 MONTHLY SITE MEETINGS**

The contractor shall attend site meetings with representatives of the Employer and the Engineer at dates and times to be determined by the Employer. Such meetings will be held to evaluate the progress of the contract and to discuss matters pertaining to the contract which any of the parties represented may wish to raise, but not matters concerning the day-to-day running of the contract.

The Engineer shall prepare an agenda for the meetings and formal minutes which follow the agenda will be kept. The format will be subject to the approval of both the Employer and the Contractor. The Contractor shall prepare a monthly report prior to each meeting and present the report to the meeting. Information to be included in the report is given in Clause C4.29 below, with specific reporting sheets in Part C1-3 of this procurement document.

#### **C4.29 REPORTING REQUIREMENTS**

The Contractor shall submit to the Engineer a Monthly Progress Report. The Report shall be prepared prior to and be tabled at the monthly site meetings, and together with the monthly payment certificate. The information required shall include the following :

- Progress in comparison to approved programme of work as required in terms of Clause 5.6 of the General Conditions of Contract.
- Value of work done and estimated cash flow over the remainder of the contract period.
- Labour returns for the month as per Clause 4.10.2 of the General Conditions of Contract and the specific forms which are included in Part C1-3 of the project document.
- Plant schedule indicating the constructional plant on site as per Clause 7.1 of the General Conditions of Contract.
- Accident Reports in terms of Clause 8.5 of the General Conditions of Contract.
- Statement of all claims that are pending, all in terms of Sub-clause 10.1 of the General Conditions of Contract.
- Approved dayworks for the month.
- Approved rain days and any other delays during the month.
- A report from the Community Liaison Officer on any issues which have arisen and what is being done to resolve them.

**APPENDIX B**  
**EPWP FORMS**

**BENE FICIARY LIST**

Name of Contractor  
 Project Name  
 Project Number  
 Month:

Youth = 35yrs and less

Number of workers	Surname	Initials	Name	ID Number	Date of Birth	Male/Female	Has Disability (Y?N)	Is Youth (Y/N)	Education Level*	Date Start	Contact Number
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

\_\_\_\_\_  
 Signature of CLO



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**DAILY SITE ATTENDANCE REGISTER**

Name of Contractor  
 Project Name

Project Number  
 Month:

1 = At Work      A = Absent      L = Leave      SC = Site Closed  
 SL = Sick Leave      P = Public Holiday      2 = Training

Validation: Cannot  
 be more than 23  
 days per person per  
 month.

	Surname	Initials	ID Number	Birth Date	Rate per day ( R)	Days																															Total Work days	Total Training Days	Total work days & training days	
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
1																																					0	0	0	
2																																					0	0	0	
3																																					0	0	0	
4																																					0	0	0	
5																																					0	0	0	
6																																					0	0	0	
7																																					0	0	0	
8																																					0	0	0	
9																																					0	0	0	
10																																					0	0	0	
11																																					0	0	0	
12																																					0	0	0	
13																																					0	0	0	
14																																					0	0	0	
15																																					0	0	0	
15	<b>TOTALS</b>																																				<b>TOTALS</b>	0	0	0

\_\_\_\_\_  
 Signature of C.O

\_\_\_\_\_  
 Week 1-2: Signature of Contractor Organisation

\_\_\_\_\_  
 Week 3-4: Signature of Contractor Organisation

\_\_\_\_\_  
 Week 1: Signature of Contractor

\_\_\_\_\_  
 Week 2: Signature of Contractor

\_\_\_\_\_  
 Week 3: Signature of Contractor

\_\_\_\_\_  
 Week 4: Signature of Contractor

Validation: Total work days      0  
 Total training days      0  
 Total work days + training days      0  
 Variance      0  
 Variance must be 0

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**LABOUR MONTHLY SUMMARY SHEET**

Name of Contractor  
 Project Name  
 Project Number  
 Applicable Month

No of Working Days: Maximum including training = 23 days per month

Number of workers	Surname	Initials	First Name	ID Number	Birth Date	(M)ale / (F)emale	(D)isabled	Rate per day	Number of days worked this month	Number of training days this month	Total amount paid to beneficiary	Course name	Course Code	
1											0			
2											0			
3											0			
4											0			
5											0			
6											0			
7											0			
8											0			
9											0			
10											0			
11											0			
12											0			
13											0			
14											0			
15											0			
16											0			
17											0			
18											0			
19											0			
20											0			
20	Totals for month									0	0	0		

\_\_\_\_\_  
 Signature Consultant

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**APPENDIX C**  
**MONTHLY REPORT FORMS TO BE COMPLETED BY THE**  
**CONTRACTOR**

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**PROVINCE OF THE EASTERN CAPE**

**DEPARTMENT OF TRANSPORT**

**TENDER NO. SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF  
PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION  
TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

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**MONTHLY REPORT FORMS TO BE COMPLETED BY CONTRACTOR**

**MATERIALS ON SITE – TRANSFER OF RIGHTS**

**TENDER NO. SCMU10-26/27-0004**

**SUPPLY, DELIVERY AND IMPLEMENTATION OF ROAD MARKING SERVICES AND ERECTION OF PERMANENT ROAD SIGNAGE ON PROJECTS IMPLEMENTED THROUGH IN HOUSE CONSTRUCTION TEAMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

CONTRACTOR:

.....

CLAIM FOR PAYMENT NO: ..... DATE: .....  
.....

I, the undersigned,  
.....

in my capacity as  
.....

of  
.....

..

(hereinafter referred to as “the TRANSFEROR”) (I having been duly authorised hereto by virtue of Resolution of the Board of Directors of the Transferor passed on the ..... day of ..... 20..... title and interest in and to the said materials and goods unto and in favour

of  
.....

..

(hereinafter referred to as “the TRANSFEE”) Insofar as the Transferor retains actual control of the materials and goods, the right of ownership thereof passes to the Transferee by constitutum possessorium.

This transfer shall become effective upon conclusion of the Transferor receiving payment from the Transferee or from any other person on behalf of the Transferee for the materials and goods as Materials on Site (payment of retention money thereon excluded).

I further confirm that I am fully responsible for all materials and goods listed under this transfer of rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

TOTAL VALUE OF CLAIM FOR MATERIALS ON SITE IN ACCORDANCE WITH THE ATTACHED LIST :

.....  
....

.....  
....

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.....(  
R.....)

SIGNED: .....

DATE: .....

**MONTHLY PROGRESS REPORT**

xxx District SCMU10-20/21-00xx		PROGRESS REPORT		xxx 2020									
MUNICIPAL AREA	IN HOUSE OR OUTSOURCED PROJECT	ROAD NO.	SURFACED or GRAVEL	ACTIVITY CODE	ACTIVITY DESCRIPTION	UNIT	PERIOD		PLANNED	ACTUAL	MMS NO.	COMMENTS	
							FROM	TO					
WEEK 1													
WEEK 2													
WEEK 3													
WEEK 4													
WEEK 5													
REPORT COMPILED BY: (PRINT NAME)		DESIGNATION		SIGNATURE		DATE							

THIS FORM IS TO BE COMPLETED QUARTERLY AND ON COMPLETION OF THE PROJECT

<p style="text-align: center;"><b>APPENDIX D</b> <b>CONTRACTOR PERFORMANCE REPORT TEMPLATE</b></p>
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\_\_\_\_\_  
P. Ngqola  
Project Leader  
Date \_\_\_\_\_

Recommended / Not Recommend

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
M. Goxa  
Programme Manager  
Date \_\_\_\_\_

Approved / Not Approved

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairperson: Bid Specification Committee  
Date: \_\_\_\_\_