

# WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY



## TENDER FOR CONSTRUCTION OF NTLANEZWE TO SIZABONKE ACCESS ROAD IN WARD 12

### GENERAL CONDITIONS OF CONTRACT 2015

**CONTRACTOR CIDB GRADING: 5CE or Higher**  
**BID NUMBER: WMM LM 00019 NS A/R**

**TENDERER :**

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**TENDER SUM :**

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**CLOSING DATE : 14 NOVEMBER 2023 @ 12H00**

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**TIME OF COMPLETION : 5 MONTHS**

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**ISSUED BY EMPLOYER**



The Municipal Manager  
WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY  
51 Main Street  
Bizana  
4800

Tel: (039) 251 0230



**EXPANDED PUBLIC WORKS PROGRAMME**

**Terms and Conditions**

1. All bids must be submitted within a stipulated time with clear Tender Description
2. General Conditions of Contracts 2015 will be applied
3. Winnie Madikizela-Mandela Local Municipality reserves the right not to appoint the highest scoring bidder, the value for money will be the key determinant and supply chain management policy will apply
4. Winnie Madikizela-Mandela Local Municipality reserves a right not to appoint a Lowest Bidder quoted Below CIDB average advertised
5. The Municipality reserves a right not to appoint any Bidder quoted below/ above required average CIDB grading, However the ultimate objective of the public procurement activity to achieve best value for money in order to maximize economy and efficiency of public spending will be achieved.
6. The municipality will apply one of the key operating principle that relate to a number of factors which include not only the price of the goods, works or services, but also the suitability and satisfactory quality of those (SO 1968, Section 13). Other influential factors may include total life cycle costs, maintenance/servicing costs, delivery/construction period, transportation or storage costs, as well as benefits of broader elements whether environmental, social and/or economic.
7. Tenderer must ensure that all submission of bids/ tenders by link are accessible with ease at any time. NB: link by which the bid is submitted must not expire and not require a municipal official to request for access. Failure to adhere to the above requirement will render your bid submission as invalid/ not submitted.
8. Approved Winnie Madikizela- Mandela local Municipality Supply Chain Management Policy will apply to all disputes that may arise during the tender process.

Signed by the Bidder \_\_\_\_\_ Date \_\_\_\_\_

**To be signed by the Company Director Only**

## Table of Contents



<b>T2.1</b>	<b>LIST OF RETURNABLE DOCUMENTS</b>	<b>21</b>
<b>T2.2</b>	<b>RETURNABLE SCHEDULES</b>	<b>23</b>
<b>1A.</b>	<b>JOINT VENTURE DISCLOSURE FORM GENERAL</b>	<b>23</b>
<b>1C.</b>	<b>RECORD OF ADDENDA TO TENDER DOCUMENTS</b>	<b>36</b>
<b>1D.</b>	<b>PROPOSED AMENDMENTS AND QUALIFICATIONS</b>	<b>37</b>
<b>1E.</b>	<b>SCHEDULE OF SUBCONTRACTORS</b>	<b>38</b>
<b>1F.</b>	<b>SCHEDULE OF PLANT AND EQUIPMENT</b>	<b>39</b>
<b>1G.</b>	<b>PREVIOUS PROJECT EXPERIENCE</b>	<b>40</b>
<b>1I.</b>	<b>CONTRACTORS KEY PERSONNEL &amp; DETAILED CV'S (INCLUDING NQF QUALIFICATION)</b>	<b>41</b>
<b>1L.</b>	<b>SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE</b>	<b>44</b>
<b>1M.</b>	<b>DETAILED METHODOLOGY</b>	<b>45</b>
<b>1N.</b>	<b>CONTRACTOR'S ESTABLISHMENT ON SITE</b>	<b>46</b>
<b>2.</b>	<b>OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION</b>	<b>47</b>
<b>2A.</b>	<b>CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY BOARD (CIDB)</b>	<b>47</b>
<b>2B.</b>	<b>TAX CLEARANCE REQUIREMENTS (MBD 2)</b>	<b>48</b>
<b>2C.</b>	<b>WHERE THE TENDERED AMOUNT INCLUSIVE OF VAT EXCEEDS R10 MILLION</b>	<b>49</b>
<b>2D.</b>	<b>CERTIFICATE OF TENDERER'S VISIT TO THE SITE</b>	<b>50</b>
<b>2E.</b>	<b>CERTIFICATE OF AUTHORITY FOR SIGNATORY</b>	<b>51</b>
<b>2F.</b>	<b>ALTERATIONS BY TENDERER</b>	<b>52</b>
<b>2G.</b>	<b>SURETY AND BANK DETAILS</b>	<b>53</b>
<b>2H.</b>	<b>COMPANY COMPOSITION</b>	<b>54</b>
<b>2I.</b>	<b>DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY)</b>	<b>55</b>
<b>2J.</b>	<b>DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)</b>	<b>56</b>
<b>2K.</b>	<b>COMPANY PROFILE</b>	<b>57</b>
<b>2M.</b>	<b>BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE</b>	<b>59</b>
<b>2N.</b>	<b>DECLARATION (VALIDITY OF INFORMATION PROVIDED)</b>	<b>60</b>
<b>T2.4</b>	<b>RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT</b>	<b>61</b>
<b>1.2</b>	<b>TO BE COMPLETED BY THE ORGAN OF STATE</b> ERROR! BOOKMARK NOT DEFINED.	
<b>1.4</b>	<b>TO BE COMPLETED BY THE ORGAN OF STATE:</b> ERROR! BOOKMARK NOT DEFINED.	

**2. DEFINITIONS**

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**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

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**4. POINTS AWARDED FOR SPECIFIC GOALS**

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**DECLARATION WITH REGARD TO COMPANY/FIRM**

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<b>DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>	<b>72</b>
<b>C2.1 PRICING INSTRUCTIONS</b>	<b>139</b>
<b>C2.2 BILL OF QUANTITIES</b>	<b>142</b>
<b>C3.1: DESCRIPTION OF THE WORKS</b>	<b>162</b>
<b>C3.2: ENGINEERING</b>	<b>164</b>
<b>C3.4 : CONSTRUCTION</b>	<b>168</b>
<b>C3.5 MANAGEMENT</b>	<b>263</b>
<b>PART C5: DRAWINGS</b>	<b>266</b>

**TENDER DOCUMENT CHECKLIST**

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

Page	Ref	Description	Included
		<b>All pages requiring signatures signed by the Tenderer</b>	
	<b>MBD1</b>	<b>Correct Tender Offer Amount carried forward to Form MBD1</b>	
	<b>C1.1</b>	<b>Form of Offer duly completed</b>	
	<b>C1.2</b>	<b>Contract Data: Part 2 – Data provided by Contractor</b>	
	<b>C2.2</b>	<b>Bill of Quantities</b>	
		Sign and date Final Summary	
		Completed in BLACK INK only	
		Corrections crossed out and initialled	
	<b>T2.1</b>	<b>All Returnable Documents and Schedules submitted</b>	
	<b>1A.</b>	Joint Venture Disclosure Form (where applicable).	
	<b>1B.</b>	Compulsory Enterprise Questionnaire.	
	<b>1C.</b>	Record of Addenda to Tender Documents.	
	<b>1D.</b>	Proposed Amendments and Qualifications.	
	<b>1E.</b>	Schedule of Subcontractors.	
	<b>1F.</b>	Schedule of Plant and Equipment.	
	<b>1G.</b>	Schedule of the Tenderer's Experience (work undertaken not for WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY)	
	<b>1H.</b>	Schedule of work undertaken for WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY.	
	<b>1I.</b>	Contractors key Personnel and detailed CV's	
	<b>1J.</b>	Health and Safety plan	
	<b>1K.</b>	Detailed Preliminary Programme	
	<b>1L.</b>	Schedule of estimated monthly expenditure	
	<b>1M.</b>	Detailed Methodology	
	<b>1N.</b>	Contractor's establishment on site	
	<b>2A.</b>	Certificate of Contractor Registration issued by the Construction Industry Development Board.	
	<b>2B.</b>	Tax Clearance Certificate (MBD 2).	
	<b>2C.</b>	Where the tendered amount inclusive of VAT exceeds R 10 million:	
	<b>2D.</b>	Certificate of Tenderer's visit to the site.	
	<b>2E.</b>	Certificate of Authority for Signature.	
	<b>2F.</b>	Alterations by Tenderer.	
	<b>2G.</b>	Surety and Bank Details.	
	<b>2H.</b>	Company Composition.	
	<b>2I.</b>	Declaration of Interests (Kinship, Relationship with persons employed by WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY).	

	<b>2J.</b>	Declaration of Interest (in the Service of the State) (MBD 4).	
	<b>2K.</b>	Company Profile	
	<b>2L.</b>	Certified copies of identity document for directors	
	<b>2M</b>	Specific Goals	
	<b>2N.</b>	Declaration (Validity of Information Provided).	
	<b>3A</b>	Adjudication of Tenders on a points basis.	

# **THE TENDER DATA**

## **PART T1 TENDERING PROCEDURE**





**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY  
ADVERT**

PROJECT NAME	CONTRACT NUMBER	CIDB GRADE	CLOSING DATE
1. Construction of Ntlanezwe to Sizabonke Access Road	WMM LM 00019 NS A/R	5 CE or Higher	14 November 2023 @ 12h00

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

Bid documents can be downloaded from e-tender portal website. ([www.etenders.gov.za](http://www.etenders.gov.za) )

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

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

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

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months),
- Proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- A Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed list of Municipal Accounts that the institution has and proof that they all do not have outstanding amounts more than 30 days on the day of the tender closing
- Evaluation Criteria: 80= Price, 20= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner

**Advert Date: 20<sup>th</sup> October 2023**

**Closing Date: All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) by no later than the date and time stated above after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered. There is no tender briefing.**

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Value for money will be the key determinant. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Mr. V. Nontanda at (066 260 9162), email: [nontandav@mbizana.gov.za](mailto:nontandav@mbizana.gov.za) during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (079) 886 0942, email: [khalaz@mbizana.gov.za](mailto:khalaz@mbizana.gov.za) during working hours

.....  
**Mr. L. Mahlaka**  
**Municipal Manager**

## Letter of Consent

**Name and Domiciliumcitandi of organization**

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The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

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

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

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

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

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

Please tick the appropriate box.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of the Witness

Signature:

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MBD 1**  
**INVITATION TO TENDER**

**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

BID NUMBER:	CLOSING DATE:	14 November 2023	CLOSING TIME:
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DESCRIPTION	Construction of Ntlanzwe to Sizabonke Access Road
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE EMAILED TO :  
tenders.scm@mbizana.gov.za

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER		DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED			
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<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
DEPARTMENT	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**.....  
**Date**.....  
**Capacity**.....  
**Name of Bidder**

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
<b>F.1</b>  F.1.1  F.1.2	<p><b>GENERAL</b></p> <p><b>Actions</b></p> <p>The Employer is the <b>WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY</b>, represented by the Municipal Manager.</p> <p><b>Tender Documents</b></p> <p>“The following documents form part of this tender:</p> <p><b>VOLUME 1:</b> The General Conditions of Contract for Construction Works (Third Edition) 2015 as 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, e-mail: civilinfo@saice.org.za.</p> <p><b>VOLUME 2:</b> THE “STANDARD SPECIFICATION FOR ROAD AND BRIDGE WORKS FOR STATE ROAD AUTHORITIES” (COLTO 1998). 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, e-mail: civilinfo@saice.org.za.</p> <p>Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer during normal office hours.</p> <p>The contract documents issued by the Employer comprise:</p> <p><b>VOLUME 3:</b> The Contract Document (this document), in which is bound:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p><b>Part T2: Returnable Documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Occupational Health and Safety Agreement</p> <p>C1.5 Contract and Temporary Employment as Community Liaison Officer</p> <p><b>Part C2: Pricing data</b></p>



<p>F.1.4</p> <p>F.1.5</p> <p>F.1.5.3 Add.</p>	<p>C2.1 Pricing instructions C2.2 Bills of Quantities</p> <p><b>Part C3: Scope of work</b> C3 Scope of work</p> <p><b>Part C4: Site information</b> C4 Site information</p> <p>Volume 3 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.</p> <p><b>Communication and employer's agent</b> Attention is drawn to the fact that verbal information, given by the Department of Technical Services - PMU during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p> <p><b>The Employer's right to accept or reject any tender offer</b>  The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.</p> <p><b>Competitive negotiation procedure</b> A competitive negotiation procedure will not be followed.</p> <p><b>Proposal procedure using the two-stage system</b> A two-stage system will not be followed</p>
<p><b>F.2</b></p> <p>F.2.1</p> <p>F.2.1.1</p> <p>F.2.1.1.2</p>	<p><b>TENDERER'S OBLIGATION</b></p> <p><b>Eligibility</b></p> <p>Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. The contract falls under EPWP and it involves learner contracting companies.</p> <p>The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such members satisfy the eligibility requirements.</p> <p><b>Construction Industry Development Board (CIDB) Registration</b></p> <p>Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to 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 4CE or Higher class of construction work, are eligible to have their tenders evaluated</p> <p>Joint Ventures are eligible to submit tenders provided that:</p>

	<p>1. Every member of the joint venture is registered with the CIDB;</p> <p>2. The lead partner has a contractor grading designation in the 5CE Or HIGHER class of construction work;</p> <p>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</p> <p>Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.</p> <p>4. Both Joint Venture Partners are to be in possession of NQF Level 5 Qualification</p>
F.2.7	<p><b>Clarification meeting:</b></p> <p>The arrangements for a compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.</p>
F.2.9	<p><b>Insurance</b></p> <p>The employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.</p>
F.2.13	<p><b>Submitting a tender offer</b></p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Tender Box</p> <p><b>Physical address:</b> 51 Main Street, P. O. Box 12 Bizana, 4800</p> <p>Identification details: <b>WMM LM 00019 NS A/R: Construction of Ntlanezwe to Sizabonke Access Road.</b></p> <p>Sealed tenders with the Tenderer's name and address and the endorsement "<b>BID NUMBER: WMM LM 00019 NS A/R: Construction of Ntlanezwe to Sizabantu Access Road</b>" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p>
F.2.13.6	<p>A two-envelope system as outlined in F.3.5.1 will <b>NOT</b> be followed</p>
F.2.15.1	<p><b>Closing time</b></p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
F.2.16	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted</p>
F.2.16.1	<p><b>Tender offer validity</b></p> <p>The tender offer validity period is <b>90 days</b></p>
F.2.17	

F.2.18 F.2.18.1	<p><b>Clarification of tender offer after submission</b></p> <p>A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.</p> <p><b>Provide other material:</b></p> <p>Provide, on written request by the Employer, where the tendered amount inclusive of VAT exceeds R 10 million:</p> <ul style="list-style-type: none"> <li>i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> <li>iv) a statement indicating whether any portion of the goods or services are expected</li> </ul>
F.2.23 F.2.23.1 F.2.23.2 F.3 F.3.2	<p>to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p> <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.</p> <p><b>F.2.23 Certificates</b></p> <p>The tenderer is required to submit the following:</p> <p><b>F.2.23.1 Tax Clearance Certificate</b></p> <p>Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.</p> <p><b>F.2.23.2 Bargaining Council Certificates</b></p> <p>Where applicable, a certificate of compliance issued by the relevant Bargaining Council.</p> <p>Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.</p> <p><b>F.3 THE EMPLOYERS UNDERTAKINGS</b></p> <p><b>F.3.2 Issue Addenda</b></p>

	<p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>								
F.3.4	<p><b>Opening of tender submissions</b></p>								
F.3.4.1	<p>The time and location for opening of the tender offers is:</p> <p>Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.</p> <p>Email: tenders.scm@mbizana.gov.za</p>								
F.3.8	<p><b>Test for responsiveness</b></p> <p>Tenders will be considered non-responsive if, inter alia:</p> <ul style="list-style-type: none"> <li>- the tender is not in compliance with the Scope of Work;</li> <li>- the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.1.2 above;</li> <li>- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;</li> </ul>								
F.3.11	<p><b>Evaluation of tender offers</b></p> <p>The procedure for the evaluation of responsive tenders is Method 1</p> <table border="1" data-bbox="284 1041 1441 1368"> <tr> <td></td><td><b>Maximum number of tender evaluation points</b></td></tr> <tr> <td>Price Component</td><td>80</td></tr> <tr> <td>specific goals</td><td>20</td></tr> <tr> <td>Total evaluation points</td><td><b>100</b></td></tr> </table>		<b>Maximum number of tender evaluation points</b>	Price Component	80	specific goals	20	Total evaluation points	<b>100</b>
	<b>Maximum number of tender evaluation points</b>								
Price Component	80								
specific goals	20								
Total evaluation points	<b>100</b>								

F.3.11.3	<p><b>Method 2: Financial offer and preference</b></p> <p>In the case of a financial offer and preferences:</p> <p>a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.</p>
F.3.11.7	<p><b>Scoring Financial Offers</b></p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of <math>W_1</math> is:</p> <p>1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 30 000.00 but not exceed R 50 000 000.00.</p> <p><b>The applicable formula for this tender will be</b></p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <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>
F.3.11.10	<p><i>Add the following new subclause:</i></p> <p><b>Risk Analysis</b></p> <p>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> <ol style="list-style-type: none"> <li>reasonableness of the financial offer</li> <li>reasonableness of unit rates and prices</li> <li>reasonableness of the Contract Participation Goals tendered</li> <li>the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.</li> </ol> <p>No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.</p> <p>Full insurance to be provided by the Contractor. The contractor must provide the employer with the insurance policy information and certificates prior to the commencement of the contract.</p>
F.3.12	<p><b>Acceptance of tender offer</b></p>
F.3.13 F.3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>the tenderer is in good standing with SARS according to the Central Supplier Database;</li> </ol>

F.3.17	<p>c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document</p> <p>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>f) the tenderer has not:</p> <ul style="list-style-type: none"><li>i) abused the Employer's Supply Chain Management System; or</li><li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li></ul> <p>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p><b>Provide copies of the contract</b></p> <p><i>Add the following:</i></p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
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#### **F.4 ADDITIONAL CONDITIONS OF TENDER**

The additional conditions of tender are:

##### **F.4.1 Compliance with Occupational Health and Safety Act No. 85 of 2003**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 2003 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) National disaster management act No 57 of 2002 and Covid -19 Regulations
- (2) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

##### **F.4.2 Eligibility with respect to expanded public works programme**

This Contract will conform to the guidelines for the Expanded Public Works Programme project.

##### **F.4.3 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer at once to have the same rectified, as no liability will be admitted by the Employer/Employer in respect of errors in any tender due to the foregoing.

- 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

#### **F.4.4 Imbalance in tendered rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are 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 objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

#### **F.4.5 Community liaison officer**

The contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the ISD Officer / Social Facilitator appointed by the Employer. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the



contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC.

The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the contractor. Remuneration of the CLO R6000 per month for the period of employment and will change in accordance with change in rates from the Department of Labour. A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the contractor. The Terms of reference for the CLO shall be provided by the ISD Consultant.

#### **F.4.6 Labour intensive construction/use of local labour**

It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive construction systems in order to provide the local community with employment opportunities.

#### **F.4.7 Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

#### **F.4.11 Price variations**

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract any additional period that the contract will be extended by including any period of undue extension.

#### **F.4.14 Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.

- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- (g) The Tenderer must make provision in his tender for all labour, materials, construction equipment, temporary works, supervision, office overheads, profit, all statutory taxes and duties and everything else which is required to execute the works in accordance with the tender document, adopting labour intensive construction methodology and applicable legislation.

<b>PART T2      RETURNABLE DOCUMENTS</b>
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## LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

### 1. Returnable Schedules required only for tender evaluation purposes

- A. Joint Venture Disclosure Form (where applicable);
- B. Compulsory Enterprise Questionnaire;
- C. Record of Addenda to Tender Documents;
- D. Proposed Amendments and Qualifications;
- E. Schedule of Subcontractors;
- F. Schedule of Plant and Equipment;
- G. Schedule of the Tenderer's Experience (not for Winnie Madikizela-Mandela Local Municipality);
- H. Schedule of work undertaken for Winnie Madikizela-Mandela Local Municipality;
- I. Contractors Key Personnel and Detailed CV's (*including NQF Qualification*);
- J. Health and Safety Plan;
- K. Detailed Preliminary Program;
- L. Schedule of Estimated Monthly Expenditure;
- M. Detailed Methodology;
- N. Contractor's Establishment on Site;

### 2. Other documents required only for tender evaluation purposes

- A. Certificate of Contractor Registration issued by the Construction Industry Development Board;
- B. Tax Clearance Certificate (MBD 2);
- C. Where the tendered amount inclusive of VAT exceeds R 10 million:
- 4.5. Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- 4.6. Certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- 4.7. Particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- 4.8. A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic;
- D. Certificate of Tenderer's visit to the site;
- E. Certificate of Authority for Signature;
- F. Alterations by Tenderer;
- G. Surety and Bank Details;
- H. Company Composition;
- I. Declaration of Interests (Kinship, Relationship with persons employed by WMMLM);
- J. Declaration of Interest (in the Service of the State) (MBD 4);
- K. Company Profile (include current and latest projects);

- L. Certified copies of identity document for directors;
- M. Broad Black Base Economic Empowerment (B-BBEE) Certificate;
- N. Declaration (Validity of Information Provided).

**3. Other documents that will be incorporated into the contract**

C1.1 Offer and Acceptance;

C1.2 Contract Data (Part 2);

C1.9 Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act 1993 (Act No 85 of 1993 As Updated In Gov. Gazette 7721 Of 18 July 2003);

C1.10 Agreement In Terms Of The Occupational Health And Safety Act 1993  
(Act No. 85 Of 1993, As Updated In Government Gazette 7721 Of 18 July 2003);

C1.11 Certificate Of Authority For Signatory To Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C1.12 Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C2.2 Bill of Quantities.

**RETURNABLE SCHEDULES****1A. JOINT VENTURE DISCLOSURE FORM GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) The contributions of capital and equipment
  - b) Work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) Work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address .....  
.....  
.....  
.....
- c) Physical address.....  
.....  
.....  
.....
- d) Telephone .....
- e) Fax .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER****2.1(a)** Name of Firm.....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**2.2(a)** Name of Firm.....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER****3.1(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.2(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.3(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....



**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) .....%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of: \*

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

.....

.....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

## 6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

## 7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....  
 .....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....  
 .....

(c) Signing, co-signing and/or collateralising of loans

.....  
 .....

- (d) Acquisition of lines of credit

.....

.....

.....

- (e) Acquisition of performance bonds

.....

.....

.....

- (f) Negotiating and signing labour agreements

.....

.....

.....

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations

.....

- (b) Major purchasing

.....

- (c) Estimating

.....

- (d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

- (a) Identify the “managing partner”, if any,

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT DESIGNATION	FUNCTION /	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

#### 10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER AFFIRMABLE VENTURE PARTNERS	EX JOINT PARTNERS	NUMBER EX AFFIRMABLE VENTURE PARTNERS	EX NON- JOINT PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.
- (i) Number currently employed by Affirmable Joint Venture Partners
- .....
- (ii) Number currently employed by the Joint Venture

- .....
- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture
- .....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees
- .....
- .....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls
- .....
- .....

## 11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

**Signature.** .....

Duly authorised to sign on behalf of .....

Name.....

Address.....

Telephone.....

Date.....

---

## Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

4.9. ☐ internally ☐ independently

4.10.

- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

- ☐ enterprise has had its financial statements audited;

name of auditor .....

- ☐ enterprise is required by law to have an independent review of its financial statements

name of independent reviewer .....

- ☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

*[Attach the income statement and the balance sheet contained in the financial statement]*

- 6) The annual turnover for the last financial year is R .....

- 7) The total assets as at the end of the last financial year is R .....

- 8) The total liabilities as at the end of the financial year is R .....

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date \_\_\_\_\_

Name

Position

*Tenderer*

**1B. Compulsory Declaration**

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

**Section 1: Enterprise Details**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number</b>	
--	--

**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number:</b>	<i>State Not Registered if not registered for VAT</i>

**Section 4: CIDB registration number**

<b>CIDB Registration number (if applicable)</b>	
---	--

**Section 5: National Treasury Central Supplier Database**

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

**Section 6: Particulars of principals**

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

<b>Full name of principal</b>	<b>Identity number</b>	<b>Personal tax reference number</b>

Attach separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal 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 department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 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 principal	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 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 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 family member	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 9: Record of termination of previous contracts with an organ of state**



Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

#### Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name

Date

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with

the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

**1C. RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

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

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

Enterprise name .....

**1D. PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

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

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

Enterprise  
name .....

**1E. SCHEDULE OF SUBCONTRACTORS**

With regard to Clause 4.4 of the General Conditions of Contract:

The tenderer shall list below at least two (2) special items of work on this Contract on which he intends to subcontract and the names of the subcontractors will be supplied from Winnie Madikizela-Mandela local municipality's SMME data base.

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

	<b>Special Item of Work</b>	<b>Estimated amount of work (R)</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		

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

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

*Enterprise  
name* .....

**1F. SCHEDULE OF PLANT AND EQUIPMENT**

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment. Proof of ownership or hiring shall be attached to ensure adequate completion of this tender document.

DESCRIPTION, SIZE, CAPACITY	NUMBER	Owned (O)/ Hired (H)

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

Signature of Tenderer:.....

Date: .....

**Commissioner of Oath**

**Official Stamp**

Signature.....

Date.....

**1G. PREVIOUS PROJECT EXPERIENCE**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

Signature of Tenderer:.....

Date: .....

**11. CONTRACTORS KEY PERSONNEL & DETAILED CV'S (including NQF Qualification)**

The bidder must state below the key management staff he intends using for this contract and attach relevant detailed CV's indicating their previous experience. This information shall be deemed to be material to the adjudication of the Contract.

*Failure to complete this Schedule and provide proof of NQF Qualification may result in the Tender being non responsive.*

POSITION	NAME & SURNAME	ROADS AND/ BRIDGE RELATED EXPERIENCE (YEARS)
		GENERAL
Contracts Manager		
Site Agent		
Safety Officer		

Signature of Tenderer:.....

Date: .....



**1J. HEALTH AND SAFETY PLAN**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 2003 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) National disaster Management Act No 57 of 2002 and Covid-19 Regulations
- (2) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

**Details of the Health and Safety Plan shall be appended to this Schedule.**

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

Signature of Tenderer:.....

Date: .....

**1K. DETAILED PRELIMINARY PROGRAMME**

The Tenderer shall attach a ***detailed and realistic preliminary programme*** to this page, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in bar chart format and shall indicate the critical path(s) of the project. In particular, the Tenderer shall indicate the point where he/she intends commencing the work and the direction in which the work will proceed.

The programme shall be in accordance with the information provided in Form 1F: Schedule of Construction, Plant, Form 1L: Schedule of Estimated Monthly Expenditure, the Bill of Quantities, and with all other aspects of the tender documents.

Failure to supply a realistic preliminary programme may prejudice the Tender.

Signature of Tenderer:.....

Date: .....

## 1L. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tender unit rates, in the table below. The amounts for Contingencies, Dayworks and Contract Price Adjustment shall not be included.

MONTH	VALUE (INCLUSIVE OF 15% VAT)	CUMULATIVE VALUE
1		
2		
3		
4		
5		
6		
7		
8		
9		

Signature of Tenderer:.....

Date: .....

## 1M. DETAILED METHODOLOGY

The Tenderer shall attach a **detailed and realistic methodology** to this page, reflecting the understanding of the works and tempo of execution of the various activities comprising the work for this Contract.

Failure to supply a methodology may prejudice the Tender.

## 1N. CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total Tender for item 13.01 The Contractor's General Obligations

- a) Fixed obligations
- b) Value-related obligations
- c) Time-related obligations

exceed **a maximum of 15%** of the Contract Sum (excluding VAT, excluding the allowances for dayworks, contingencies and contract price adjustment, and excluding Section 1200 of the bill of quantities), the Tenderer shall clearly set out his/her reasons for tendering in this manner in a letter attached to this page.

The Employer will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Clause F.3.9.5 of the Tender Data.

Total tender sum for item B13.01 expressed as a percentage of the Contract Sum (excluding VAT, excluding the allowances for dayworks, contingencies and contract price adjustment, and excluding Section 1200 of the bill of quantities).

.....%

(Tenderer to enter figure here, calculated from his/her Tender amounts)

Signature of Tenderer:.....

Date: .....

**OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

**2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE  
CONSTRUCTION INDUSTRY BOARD (CIDB)**

Please affix copy of CIDB Certificate to this page.

**2B. TAX CLEARANCE REQUIREMENTS (MBD 2)**

**It is a condition of Tender that the taxes of the successful Tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.**

1. In order to meet this requirement Tenderers are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers / individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the Tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register for this service with SARS through the website [www.sarsefiling.co.za](http://www.sarsefiling.co.za).

**2C. WHERE THE TENDERED AMOUNT INCLUSIVE OF VAT EXCEEDS R10 MILLION**

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



**2D. CERTIFICATE OF TENDERER'S VISIT TO THE SITE**

This is to certify that, I .....

representative of (Tenderer) .....

of (address) .....

Telephone number: .....

Fax number: .....

in the company of (Employer's Agent's representative) .....

visited and examined the site on (date) .....

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Employer's Agent's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

**TENDERER'S REPRESENTATIVE:** (Signature) .....

(Name) .....

**EMPLOYER'S AGENT'S REPRESENTATIVE:** (Signature) .....

(Name) .....

**2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

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

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

to sign all documents in connection with the Tender for **CONTRACT NO.: WMM LM 00019 NS A/R:**  
**CONSTRUCTION OF NTLANEZWE TO SIZABANTU ACCESS ROAD** and any Contract that may arise  
there from 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. ....

## 2F. ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

[illegible]

Signature of Tenderer:.....

Date: .....

**2G. SURETY AND BANK DETAILS****SURETY DETAILS**

The Surety we intend providing is from .....

Contact Person .....

Contact Telephone numbers .....

Type of Surety .....

**BANK DETAILS**

Bank Name .....

Account Number .....

Account Type .....

Contact Person .....

Tel No. ... ..

Fax No. ... ..

Address ... ..

.....

Signature of Tenderer:.....

Date: .....

**2H. COMPANY COMPOSITION****GENERAL**

All information **must** be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the Tenderer to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	ID NUMBER	CITIZENSHIP	NO FRANCHISE IN ELECTION PRIOR 1994 (Y/N)	DISABILITY	WOMAN	DATE OF OWNERSHIP	% OWNED	VOTING %

Signature of Tenderer:.....

Date:.....

**21. DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY)**

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a Tender by any municipality.

Any legal person, or persons having a kinship with persons employed by the Winnie Madikizela-Mandela Local Municipality including a blood relationship, may make an offer in terms of this Tender invitation. In view of possible allegations of favouritism, should the resulting Tender or part thereof be awarded to persons connected with or related to an employee of Winnie Madikizela-Mandela local municipality, it is required that the Tenderer or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who's behalf the Tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the Tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the Tender.

Do you, or any person have any relationship (family, friend, other) with a person employed with the Winnie Madikizela-Mandela Local Municipality or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this Tender?

Yes/No

If so, state particulars

.....

.....

.....

Are you or any other person connected with the Tender, employed by any organ of State?

Yes/No

If so, state particulars

.....

.....

.....

Signature of Declarer .....Date.....

Position of Declarer.....

Name of Company or Tenderer.....

**2J. DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)**

1. In terms of the Municipal Supply Chain Management Regulations any person employed by the state, or persons having a kinship with persons employed by the state cannot make an offer in terms of this invitation to Tender.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

2.1 Are you or any person connected with the Tenderer, employed by the state?

**YES / NO**

2.1.2 If so, state particulars.

.....

.....

.....

**DECLARATION**

I, the undersigned

(name) .....

certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct. I accept that the state may act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature ..... Date .....

Position.....

Name of Tenderer .....

**2K. COMPANY PROFILE**

Please affix a Company profile to this page.

Signature of Tenderer:.....

Date: .....



2L. CERTIFIED COPIES OF IDENTITY DOCUMENT FOR DIRECTORS

Please affix certified copies of identity document for directors to this page.

Signature of Tenderer:.....

Date: .....

**2M. BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE**

Please affix the companies Specific Goals to this page.

Signature of Tenderer:.....

Date: .....

**2N. DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

I..... declare that the information provided is true and correct, the signature to the Tender document is duly authorised and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Winnie Madikizela-Mandela Local Municipality.

Signature of Declarer ..... Date .....

Position of Declarer .....

Name of Company of Tenderer .....

Should the Tenderer have, in the opinion of the Winnie Madikizela-Mandela Local Municipality, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the Tender, then the Winnie Madikizela-Mandela Local Municipality may, in its sole discretion:

- \* Ignore any Tenders without advising the Tenderer thereof
- \* Cancel the contract without prejudice to any legal rights the Winnie Madikizela-Mandela Local Municipality may have

**Should the Tenderer disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Winnie Madikizela-Mandela Local Municipality and such Tenderer.**

---

**RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT****3A ADJUDICATION OF TENDERS ON POINTS BASIS**

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the Tender adjudication process. Failure to provide the information could prejudice a Tender.

Responsive Tenders will be adjudicated by Winnie Madikizela-Mandela Local Municipality using:

**PRE- QUALIFICATION CRITERIA 100 Points-**

Pre-qualification criteria is further explained below:

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

<b>PRE- QUALIFICATION CRITERION =100 POINTS</b>	
<b>CONSTRUCTION OF NTLANEZWE TO SIZABONKE ACCESS ROAD</b>	
<b>PRE- QUALIFICATION FUNCTIONAL ASSESSMENT –POINT SCORING</b>	
<b>DESCRIPTION /CRITERIA</b>	<b>Maximum points Allowed</b>
<b>1. Expertise</b> Project Manager must have a N/Dip, Btech/ BSC in Civil Engineering with a minimum of 5 years' experience in road construction.) = 5 points  LIC certificate NQF Level 5 or 7.) = 5 points (attach CV, certified ID Copies and Qualifications)	<b>10 Points</b>
Site Agent must have ND: in Civil Engineering with a minimum of 3 years' experience in road construction) = 5 points  LIC NQF certificate Level 5 or 7 ) = 5 points (attach CV, certified ID Copies and Qualifications)	<b>10 Points</b>
Site Foreman must have ND: in Civil Engineering with a minimum of 3 years' experience in road construction) = 5 points (attach CV, certified ID Copies and Qualifications)	<b>5 points</b>
Health and Safety Officer has a minimum of 2 years' experience in a role as Safety Officer with SAMTRAC Qualification OR Equivalent (attach CV, certified ID Copies and Qualifications) =5 points	<b>5 Points</b>
<b>2. Experience</b> Minimum of four (4) completion certificates with appointment letters and reference letters not older than six months from the date of submission of this bid <b>R3 000 000.00 and greater</b> (completion certificates and reference letters signed by Client or Municipal Agent). Unsigned completion letter will not be accepted (each completion certificate with Appointment letter and Reference letter equals to 10 points)	<b>40 Points</b>
<b>3. Plant and Equipment</b> – Provide letter confirming proof of lease agreement with the leasing company stamp and signatures of both parties. <ul style="list-style-type: none"> <li>• Grader</li> <li>• Excavator</li> <li>• Water Tanker</li> <li>• Tipper Trucks</li> <li>• Vibrating Roller</li> </ul>	<b>10 Points</b>
<b>4. Programme of Work 5 points, Methodology 10 points and Cash flow 5 points</b>	<b>20 Points</b>
<b>Total for Functionality</b>	<b>100 Points</b>

## 2J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<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 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT****3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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—

(c) 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

(d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
<b>Total Points Allocated</b>	<b>10</b>	<b>20</b>		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**



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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

## MBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

### 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

### 2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only

locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF BID No.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
.....

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

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 LOCAL CONTENT OF PRODUCTS

MBD 6.4

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

### SPECIFIC GOAL

### POINTS ALLOCATED

The stimulation of the S.A economy by procuring locally  
Manufactured products.

.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.
3. **“Local content”** means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**
4. **“Imported content”** means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

### 5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

### 6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed.

Yes / No

### 7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

### 8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm declare that points

claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) 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;

**WITNESSES:**

1. ....

.....  
SIGNATURE (S) OF BIDDER (S)

2. ....

DATE: .....

## MBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b><u>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</u></b>  <u>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</u>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>or Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	er or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



**2N: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

***CERTIFICATE OF INDEPENDENT BID DETERMINATION***

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</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.

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

.....

Signature

.....

Date

.....

Position

Name of Bidder

# **THE CONTRACT**

## **PART C1: AGREEMENT AND CONTRACT DATA**

### **C1.1 Form of Offer and Acceptance**

**Offer**

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

**WMM LM 00019 NS A/R: CONSTRUCTION OF NTLANEZWE TO SIZABONKE ACCESS ROAD**

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

By the representative of the tenderer, deemed to be duly authorized, signing this 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 document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

**for the tenderer**

(Name and .....  
address of

organization/)

tenderer

.....

Name and

signature

of witness .....

Date .....

**Acceptance**

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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. 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 (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the  
Employer**

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY  
Infrastructure Directorate  
51 Main Road  
Project Management Unit  
P.O. Box 12  
Bizana  
4800

Name and  
signature  
of witness

Date .....

**ONLY TO BE  
COMPLETED AT  
ACCEPTANCE STAGE**

#### Schedule of Deviations

#### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of Agreements reached during the process of offer and acceptance, the outcome of such Agreement shall be recorded here,



3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above Agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject .....  
 Details .....

2 Subject .....  
 Details .....

3 Subject .....  
 Details .....

4 Subject .....  
 Details .....

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

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

### For the Tenderer:

Signature(s)

Name(s)

Capacity

Name &  
signature of  
witness

Date

**ONLY TO BE  
COMPLETED AT  
ACCEPTANCE  
STAGE**

(Insert name and address of organisation)

**For the Employer:**

Signature(s)

Name(s)

Capacity

(Name and  
address of  
organization)

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY  
Infrastructure Directorate  
Project Manager Unit  
135 Main Road  
P.O. Box 14  
Bizana  
4800

Name &  
signature of  
witness

Date

## 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:

**ONLY TO BE  
COMPLETED AT  
ACCEPTANCE  
STAGE**

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

## C1.2 Contract Data

### Part 1: Data provided by the Employer

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtained from [www.saice.org.za](http://www.saice.org.za).

The pro-formas bound with the General Conditions of Contract for Construction Works, Third Edition, 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this document.

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

Where reference is made to the standard specifications in this contract, it shall mean the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials complete with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents in Part C3 : Section B : Project Specifications.

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, may be obtained / purchased from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

This COLTO Standard Specification may also be inspected, by appointment, at the offices of the Employer and the Consulting Engineer's during normal office hours.

Clause	Data
1.1	The terms Client, Principal Contractor, Contractor and Designer, as used in the Occupational Health and Safety Act – Construction Regulations are synonymous with the terms Employer, Contractor, Sub-Contractor and Employer as defined in Clause 1.1 of the GCC.
1.1.1.13	The Defects Liability Period is 6 months
1.1.1.14	The time for achieving Practical Completion is <b>6 Months (tenderer to state the time for completion)</b> , inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days and the year-end breaks referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The name of the Employer is Winnie Madikizela-Mandela Local Municipality. The Employer's Agent is S Zoko Consulting CC
1.1.1.26	The Pricing Strategy is Re-measurement
1.1.1.35	<b>"Drawings"</b> means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Contractor by the Employer's Agent.

1.1.1.36	<p><b>Letter of Notification</b>" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.</p>
1.2.1.2	<p>The Employer's address for receipt of communications is:  Postal address:  Winnie Madikizela-Mandela Local Municipality  51 Main Road  P. O. Box 12  Bizana  4800  Tel: (039) 251 0230  <b>Contact Mr V.V.O. Nontanda</b></p> <p>The Employer's Agent's address for receipt of communications is:  Postal address:  S Zoko Consulting CC  19 Valley Rd  Margate  4275  Tel: (039) 317 4534  Fax: (039) 312 0320  <b>Contact Mr S. Zoko</b></p>
2.4.1	<p>"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ul style="list-style-type: none"> <li>4.15. The form of offer and acceptance</li> <li>4.16. Contract forms</li> <li>4.17. The contract data</li> <li>4.18. General conditions of contract (GCC 2015)</li> <li>4.19. Scope of Work</li> <li>4.20. Standard specification for Road and Bridge Works (COLTO 1998)</li> <li>4.21. Site Information</li> <li>4.22. Construction drawings</li> <li>4.23. Bill of quantities</li> <li>4.24. The returnable schedules</li> </ul>

3.1.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3<sup>rd</sup> Edition</p> <ol style="list-style-type: none"> <li>1. Clause 3.2.1 Nomination of Employer's Agent's Representative</li> <li>2. Clause 3.2.4 Employer's Agent's authority to delegate</li> <li>3. Clause 4.7.1 Dealing with fossils</li> <li>4. Clause 5.8.1 Non-working times</li> <li>5. Clause 5.11.1 Suspension of the Works</li> <li>6. Clause 5.12.1 Approval of any extension of time for completion</li> <li>7. Clause 5.12.4 Acceleration of progress instead of extension of time</li> <li>8. Clause 5.13.2 Reduction of a penalty for delay</li> <li>9. Clause 6.3.2 The issuing of variation orders</li> <li>10. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation</li> <li>11. Clause 6.11 The agreeing of the adjustment of the sums for general items</li> <li>12. Clause 10.1.5 The giving of a ruling on a Contractor's claim</li> <li>13. Clause 7.5.5 and 7.6.22 Authorising the contractor to repair and make good expected risk</li> </ol>
3.1.4	<i>Delete the last sentence of the Clause</i>
3.2.4	"the time limit for referring the matter to the Employer by the Contractor shall be twenty-one (21) days after the decision in question was given by the Employer's Agent's representative"

4.3.3	<p>"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 2003 (Act 85 of 2003, 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 all precautionary measures of the National Disaster Management Act No 57 of 2002 and COVID-19 REGULATIONS</p> <p>(b) 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 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 Construction Regulations of 2003 (Notice No. R1010, dated 18 July 2003) 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 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 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 the Letter 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 2003, 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, 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,</p>
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4.4.3	<p>1 All specialists' merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Schedule of Quantities and who are selected for this purpose by the Contractor and the Employer as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".</p> <p>2 The contractual relationship between the Contractor and the selected sub contractor shall be the same as those which normally apply between contractors and ordinary subcontractors as specified inter alia in clause 3 hereafter.</p> <p>3 Unless another procedure is specified in the Special Conditions of Contract, the procurement of Selected Subcontractors by the Contractor is to be carried out using the legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board).</p> <p>It is intended that the Subcontract Agreement and Provisions of Subcontract Third Edition (2003) Incorporating General Conditions of Sub Contract 2003 for use in accordance with Subcontractors Works of Civil Engineering Construction as provided by the South African Federation of Civil Engineering Contractors be used as the basis of the subcontract between the Contractor and each selected subcontractor</p> <p>The Contractor shall incorporate in the subcontract provisions that:</p> <p>(a) In respect of the work of the goods that are subject of the subcontract the Selected Subcontractor undertakes to the Contractor <i>mutatis mutandis</i> the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and hold the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out or in connection with any failure to perform such obligations or to fulfill such liabilities, and</p> <p>(b) the Selected Subcontractors hold the Contractor harmless from and indemnifies him against:</p> <ul style="list-style-type: none"> <li>(i) shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;</li> <li>(ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;</li> <li>(iii) any negligence by the Selected Subcontractor; his agents, workmen and servants;</li> <li>(iv) any misuse by the Selected Subcontractor of any Construction Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and</li> <li>(v) any claims as aforesaid</li> </ul> <p>(c) entitles him to pay direct to local and other labourers all payments the selected subcontractor has failed to make to any local and other labourers and to deduct, by way of settlement, the amounts paid by the Contractor from money owing to or that may become owing to selected subcontractor.</p>
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5.3.1	<p>The documentation required before commencement with the Works execution are:</p> <ol style="list-style-type: none"> <li>1 Health and Safety Plan in relation to COVID-19 Regulations (Refer to Clause 4.3)</li> <li>2 Initial programme (Refer to Clause 5.6)</li> <li>3 Security (Refer to Clause 6.2)</li> <li>4 Insurance (Refer to Clause 8.6)</li> </ol>																								
5.3.2	<p>The time to submit the documentation required before commencement with the Works execution is 14 days of receipt of the signed Form of Offer and Acceptance.</p>																								
5.4.4	<p>“The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.”</p>																								
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) All gazetted public holidays falling outside the year end break.</li> <li>(2) The year end break commencing on 15 December and ending on 5 January</li> </ol>																								
5.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</p> <table> <tr><td>January</td><td>4 days</td></tr> <tr><td>February</td><td>4 days</td></tr> <tr><td>March</td><td>4 days</td></tr> <tr><td>April</td><td>4 days</td></tr> <tr><td>May</td><td>4 days</td></tr> <tr><td>June</td><td>2 days</td></tr> <tr><td>July</td><td>2 days</td></tr> <tr><td>August</td><td>2 days</td></tr> <tr><td>September</td><td>2 days</td></tr> <tr><td>October</td><td>4 days</td></tr> <tr><td>November</td><td>4 days</td></tr> <tr><td>December</td><td>4 days</td></tr> </table>	January	4 days	February	4 days	March	4 days	April	4 days	May	4 days	June	2 days	July	2 days	August	2 days	September	2 days	October	4 days	November	4 days	December	4 days
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	<p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>
5.13.1	<p>The penalty for failing to complete the Works is <b>R1000.00</b> per day per day up to a limit of 30 normal working day, upon which automatic termination will be effected by the Employer.</p> <p>A fixed penalty of <b>R 500</b> per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the Standard Specifications and Section B1500 of the Scope of Works.</p> <p>In addition a time-related penalty of <b>R 300</b> per day over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Employer's Agent. The Employer's Agent's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.</p>
5.16.3	The latent defect period is 10 years.
6.2.1	The security to be provided by the Contractor shall be a performance guarantee of <b>10%</b> of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. In the event that the contractor is unable to provide such a guarantee, a deduction of 10% shall be made to each payment certificate payable to the contractor with the accumulated amount paid out upon achieving Practical Completion.
6.8.2	The Contract Price Adjustment <b>is not</b> applicable in this contract.
6.8.3	"Special materials (such as steel products) shall be considered with supporting documentary evidence. Details of special materials are indicated in the Contract Data."
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %
6.10.2	"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer in the form of receipted invoices or other acceptable documents, or if ownership is ceded to the Employer."
6.10.3	The limit on retention is: 10% of the Contract Price, if a Performance Guarantee is provided, and 10 % of the Contract Price, if a Performance Guarantee is not provided.
6.10.4	<p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Employer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
7.8.1	<p>Defects Liability Period:</p> <p>The Defects Liability Period is six (6) months measured from the date of the Certificate of Completion.</p>

8.2.1	<p>“The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations.”</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is zero (R0.00)
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is zero
8.6.1.3	The limit of indemnity for liability insurance is R 5 000 000.00
8.6.1.6	“Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance.”
9.2.1.3.8	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	“Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1.”
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is five (5).
<b>CLAUSES APPLICABLE TO EPWP CONTRACTS</b>	

4.5	<p>Variations to the Conditions of Contract are:  <i>Add the following at the end of subclause 4.5:</i></p>
4.5.3	<p>The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment 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:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor 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 himself 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.</li> <li>(iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) 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 any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and 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, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge</li> </ul>
4.5.4	<p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> <li>(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 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 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 fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</li> <li>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the 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, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.</li> </ul>
10	<p><i>Add the following to subclause 10.1 after "... Commencement Date", in line 4:</i></p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."</p>

11.1	<p><i>Add the following to subclause 11(1)(a) between "... site," and "the location ...." in line 1:</i></p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof,"</p>
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**Clause 42: The additional clauses to the General Conditions of Contract are:**

**Mentoring of learners**

**Definition**

Mentor means an experienced and trusted advisor appointed by the Municipality and tasked with the provision of assistance to the Learners and Learner Contracting Companies in the planning, execution and management of the on-site training projects.

**Objectives of mentorship services**

The Municipality's objective in appointing a Mentor is to:

- a) minimize the Public Body's risk of the projects not being constructed to stated requirements, within budget and on time;
- b) provide access to project and commercial expertise that Learner Contracting Companies may lack during the execution of the three projects which form an integral part of the EPWP Contractor Learnership Programme;
- c) capacitate Learner Contracting Companies to successfully complete their contracts with the Public Body and to work independently and profitably; and
- d) identify learners who do not satisfy the requirements of the EPWP Learnership Programme and as such be removed from the programme.

**Authority of mentors**

The Mentor has no authority to relieve the Contractor or the Employer of any of his obligations under the Contract. (Compiler to include the following in all contracts falling under the EPWP programme)

**Payment for the labour-intensive component of the works**

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

## **Applicable labour laws**

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

### **1 Introduction**

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

### **2 Terms of Work**

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

### **3 Normal Hours of Work**

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

### **4 Meal Breaks**

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

### **5 Special Conditions for Security Guards**

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## **6 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

## **7 Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

## **8 Work on Sundays and Public Holidays**

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## **9 Sick Leave**

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## **10 Maternity Leave**

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
  - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## **11 Family responsibility leave**

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **12 Statement of Conditions**

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

## **13 Keeping Records**

13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

## **14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.



14.10 Payment will not be made to contractor, unless monthly report reflects time and number of labour utilized on site as per Labour Intensive Requirement

## **15 Deductions**

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (f) pay the employer or any other person for having been employed.

## **16 Health and Safety**

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

## **17 Compensation for Injuries and Diseases**

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## **18 Termination**

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

## **19 Certificate of Service**

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

**Part 2: Data provided by the Contractor**

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from [www.saice.org.za](http://www.saice.org.za).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data						
1.1.1.9	The name of the Contractor is: .....						
1.2.1.2	The address of the Contractor is: Address (physical): ..... ..... Address (postal): ..... ..... Telephone: ..... Facsimile: ..... e-mail: .....						
1.1.1.14	The time for achieving Practical Completion is as stipulated under Part C3.1A, Clause 8.						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of security</th><th>Contractor's Choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td><td></td></tr> </tbody> </table>	Type of security	Contractor's Choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.		Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	
Type of security	Contractor's Choice. Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.							
Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.							
6.5.1.2.3	The percentage allowance to cover overhead charges is .....%.						

**C1.3 PERFORMANCE BOND**

The performance guarantee is to contain the wording of the pro-forma document included in the general conditions of contract for construction works, third edition, 2015, published by the South African institution of civil engineering. Copies of these conditions of contract may be obtained from the South African institution of civil engineering, private bag x200, halfway house, 1685, at [www.saice.org.za](http://www.saice.org.za).

Herewith a copy of the pro-forma document.

**PERFORMANCE GUARANTEE**

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

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical Address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

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

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

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: .....

## CONTRACT DETAILS

Employer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of 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 and including the Expiry Date or the date of issue by the Employer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. 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.
4. 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 Employer 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.
5. 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:

- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. 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.
7. 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.
8. 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.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. 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.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. 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.
13. 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.
14. Where the 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) .....

**C1.4 CESSION OF OWNERSHIP****PRO FORMA CESSION OF OWNERSHIP**

**TO:**.....(CONTRACTOR)

**SUBJECT : CONTRACT NO.:WMM LM 00019 NS A/R: CONSTRUCTION OF NTLANEZWE TO SIZABONKE ACCESS ROAD**

**MATERIALS SUPPLIED TO SITE**  
.....

In order to facilitate payment for materials on site in terms of Clause 6.10.(2) of the General Conditions of Contract, it is hereby confirmed that, although materials may have been supplied on Credit to

..... (Contractor)

ownership of such materials, when delivered for use in the above Contract will vest with

..... (Contractor)

In the event of such materials being delivered on site or any authorised extended site in terms of the Contract, ownership thereof will then vest with .....

(the Employer) in terms of Clause 8.2.(1) of the said General Conditions of Contract.

Yours faithfully

(SUPPLIER)

**C 1.5 FORM 1: OVERALL PROJECT WORKER SCHEDULE****BENEFICIARY 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

**C 1.6 FORM 2: MONTHLY PAYMENT REGISTER FORM (LOCAL LABOURERS ONLY)**

## PAYMENT REGISTER

Contractor Name  
Period  
Project Number  
Month:

[illegible]

Signature of CLO ???

Signature of Contractor to verify accuracy

Signature of Consultant

Signature of Contractor for receipt of monies

C 1.7 FORM 3: DAILY SITE ATTENDANCE REGISTER FORM

DAILY SITE ATTENDANCE REGISTER

Name of Contractor  
Project Name

Project Number  
Month:

1 = At Work  
SL = Sick Leave  
A = Absent  
P = Public Holiday  
L = Leave  
2 = Training  
SC = Site Closed

Validation: Cannot  
be more than 23  
days per person per  
month.

|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Signature of CLO

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



## C 1.8 FORM 4: LABOUR MONTHLY SUMMARY SHEET

## 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		
											0		
20	Totals for month									0	0	0	

Signature Consultant

**C1.9 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT No 85 OF 1993 AS UPDATED IN  
GOV. GAZETTE 7721 OF 18 JULY 2003)**

The signatory for the company in terms of the above-mentioned Act shall confirm his / her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

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 the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT 1993 (ACT 85 OF 1993 as updated) on behalf

of.....

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

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

DATE:.....

SIGNATURE OF SIGNATORY:.....

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

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

**C1.10 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993  
(ACT No. 85 OF 1993, AS UPDATED IN GOVERNMENT GAZETTE 7721 OF 18 JULY 2003)**

THIS AGREEMENT is made at ..... on this the ..... day  
of.....in the year..... between

the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

(hereinafter called "the Employer") of the one part, herein represented by

.....in his/her capacity as .....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.

and .....

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

.....in his/her capacity as .....

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, viz

**CONTRACT NO.: WMM LM 00019 NS A/R: Construction of Ntlanezwe to Sizabonke Access Road**

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data, to either;
  - a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"), or
  - b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.
- 3 The Mandatory declares himself/herself to be conversant with the following:-
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i) Section 8: General duties of employers to their employees.

- ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
- iii) Section 37: Acts or omissions by employees or mandatories and
- iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his/her sub contractors.
- 4 In addition to the requirements of Clause 8.2 of the GCC (as amended by the Contract Data contained in Volume 3 of the contract documents pertaining to this Contract) and all relevant requirements of the above mentioned Volume 3, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
- 5 The mandatory is responsible for the compliance with the Act by all his/her sub-contractors, whether or not selected and/or approved by the Employer.
- 6. The mandatory warrants that all his/her own and his/her sub-contractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7. The mandatory undertakes to ensure that he/her and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
  - a) The mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the mandatory and/or his/her employees and/or his/her sub-contractors.

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

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

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

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

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

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

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

**C1.11 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT**

The signatory for the company in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

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 the AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF  
SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT  
ACT on behalf of .....(the Contractor)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS/HER CAPACITY AS .....

DATE

SIGNATURE OF SIGNATORY .....

Witness ..... Witness .....

Name ..... Name .....

**C1.12 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT**

THIS AGREEMENT made at.....

on this the ..... day of ..... in the year.....

between the in WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY (hereinafter called “the Employer”) of the one part,

herein represented by ..... in his/her capacity as .....

and delegate of the Employer in terms of the Employer’s standard powers of delegation

and.....

(hereinafter called “the Mandatory”) of the other part,

herein represented by .....in his/her capacity as .....

and being duly authorised by virtue of a resolution appended hereto as Annexure B;

WHEREAS the Employer is desirous that certain works be constructed, viz.

**CONTRACT NO.: WMM LM 00019 NS A/R: CONSTRUCTION OF NTLANEZWE TO SIZABONKE ACCESS ROAD** and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works, and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Constitution of the Republic of South Africa, the Environmental Conservation Act and the Environmental Management Act;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data to either:
  - a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as “the GCC”), as contained in this volume of the contract documents pertaining to this Contract, or
  - b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.
3. The Mandatory declares himself/herself to be conversant with the following:-

All the requirements, regulations and standards of Section 24 of the Constitution of the Republic of South Africa (Act No 108 of 1996)<sup>2</sup> \* the Environmental Conservation Act (Act No 73 of 1989) and the National Environmental Management Act (Act No 107 of 1998), hereinafter referred to as “The Act”, together with its amendments of The Act.
4. In addition to the requirements of Clause 8.2 of the GCC (as amended in the Contract Data contained in Volume 3 of the contract documentation pertaining to this Contract) and all relevant requirements of the above mentioned Volume 3, the Mandatory agrees to execute all the works forming part of this

<sup>2</sup>Environment: Extract from Section 24 of the Constitution of the Republic of South Africa.

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

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

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

## **PART C2: PRICING INSTRUCTIONS**



## PRICING INSTRUCTIONS

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

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

- 3) Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5) The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6) An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

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

- 7) The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine

payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. Ordering of materials is not to be based on the Bill of Quantities.

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

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity: The number of units of work for each item

Rate: The payment per unit of work at which the Tenderer tenders to do the work

Amount: The quantity of an item multiplied by the tendered rate of the (same) item

Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <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
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

- 10) Expanded Public Works Programme (EPWP) Implications

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

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive

methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

- 11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the Bill of Quantities. The Contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.
- 12) Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.
- 13) All materials to be provided by the Contractor will be SABS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.
- 14) Where a particular make of item is specified, the words "or similar approved" shall mean approval by the Employer in writing.

**BILL OF QUANTITIES**

**NB** The BOQ must be completed in full using BLACK INK and the summary sheet completed and signed.

The BOQ must also be completed in full.

## SECTION 1300

Item	Description	Unit	Qty	Rate	Amount	
					R	c
	Contractor's general obligations					
	(a) Fixed obligations	L/Sum	1			
	(b) Value-related obligations	L/Sum	1			
	(c) Time-related obligations	Month	6			
	(i) Other time related obligation in terms of compliance with EMP requirements and conditions	Month	6			
B13.02	Community Liaison Officer					
	(a) Community Liaison Officer cost	Prov Sum	1		30,000	00
	(b) Remuneration of PSC members to attend official meetings	Prov Sum	1	14,400.00	14,400	00
	(c) Handling costs and charges for Contractor for items (a) and (b)	%	20,000.00			
B13.03	Construction Boards	No	0			
	(a) Installation of Contract nameboards	L/Sum	2.0			
	(b) Handling cost and profit in respect of subitem B13.03(a) above	%	24,000.0			
B13.04	Trainings					
	(a) Accredited Training	L/Sum	1.0	10,000.00	10,000	00
	(b) Non-Accredited Training	L/Sum	1.0	8,000.00	8,000	00
	(c) Civil Engineering Student	Month	6.0	10,000.00	60,000	00
Total Carried Forward To Summary						

## SECTION 1400

Item	Description	Unit	Qty	Rate	Amount	
					R	c
14.00	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL					
14.01	Office and laboratory accommodation					
	(a) Offices	m <sup>2</sup>	30			
	(b) Ablution units	m <sup>2</sup>	3			
	(f) Stores	m <sup>2</sup>	15			
14.02	Office and laboratory furniture					
	(a) Chairs	No	10			
	(d) Desks, complete with drawers and locks	No	1			
B14.03	Office and laboratory fittings, installations and equipment					
	(b) Prime-cost items and items paid for in a lump sum:					
	(x) Cost of cellular phone calls on contract administration business and rental Charges for the Engineer	Prov Sum	1	30,000.00	30,000	00
	(xi) Handling costs and profit in respect of sub-item B14.03(b)(x)	%	30,000.00			
	(c) Additinal monitoring by Employers Agent throught the project life cycle	Prov Sum	1.0			
	(d) Handling costs and profit in respect of item above	%	150,000.0			
14.08	Services					
	(a) Services at office and laboratories					
	(1) Fixed costs	L/sum	1			
	(2) Running costs	Month	6			
Total Carried Forward To Summary						

## SECTION 1500

Item	Description	Unit	Qty	Rate	Amount	
					R	c
15.00	ACCOMODATION OF TRAFFIC					
15.03	Temporary traffic-control facilities					
	(a) Flagmen	man-day	276			
	(b) Portable STOP and GO-RY signs	No	2			
15.10	Accommodation of traffic where the road is constructed in half-widths	km	1.000			
Total Carried Forward To Summary						

## SECTION 1600

Item	Description	Unit	Qty	Rate	Amount	
					R	c
16.00	OVERHAUL					
16.01	Overhaul on material hauled in excess of free-haul distance of 0.5km, for haul up to or through 1.0km( restricted overhaul)	m <sup>3</sup>	2,688.0			
16.02	Overhaul on material hauled in excess of 2,0 km (ordinary overhaul)	m <sup>3</sup> /km	26,400			
Total Carried Forward To Summary						



## SECTION 1700

Item	Description	Unit	Qty	Rate	Amount	
					R	c
17.00	CLEARING AND GRUBBING					
17.01	Clearing and grubbing	ha	1.0			
Total Carried Forward To Summary						

## SECTION 2200

Item	Description	Unit	Qty	Rate	Amount	
					R	c
22.00	PREFABRICATED CULVERTS					
B22.01	Excavation					
	(a) Excavating in all materials situated within the following depth ranges below the surface level:					
	(i) 0 m up to 1.5 m	m <sup>3</sup>	42			
	(ii) Exceeding 1.5 m and up to 3.0 m	m <sup>3</sup>	840			
	(iii) Exceeding 3.0 m and up to 4.5 m	m <sup>3</sup>	65			
22.02	Backfilling:					
	(a) Using the excavated material	m <sup>3</sup>	330			
22/61.03	Access and drainage:					
	(a) Access	L/sum	1.0			
	(b) Drainage where no access has been provided	L/sum	1.0			
22.05	Portal and rectangular culverts:					
	(b) Without prefabricated floor slabs					
	(i) 1800mm x 1800mm x 1.2m, 75 S	No	42			
Total Carried Forward To Summary						

## SECTION 3100

Item	Description	Unit	Qty		Rate	Amount	
						R	c
31.00	BORROW MATERIALS						
B31.01	Excess overburden	m <sup>3</sup>	250				
31.03	Finishing-off borrow areas in:						
	(b) Intermediate material	ha	1				
Total Carried Forward To Summary							

## SECTION 3300

Item	Description	Unit	Qty	Rate	Amount	
					R	c
33.00	MASS EARTHWORKS					
33.01	Cut and borrow to fill, including free-haul up to 0.5km					
	(a) Gravel material in compacted layer thickness of 500mm and less:					
	(ii) Compacted to 93% of modified AASHTO density	m <sup>3</sup>	1,050			
	(c) Rock fill	m <sup>3</sup>	2,000			
B33.04	Cut to spoil and/or stockpile, including free-haul up to 1.0 km materials obtained from:					
	(a) Soft excavations	m <sup>3</sup>	400.0			
B33.10	Roadbed preparation and the compaction of material					
	(b) Compaction to 93% of modified AASHTO density	m <sup>3</sup>	6,600			
Total Carried Forward To Summary						

## SECTION 3400

Item	Description	Unit	Qty	Rate	Amount	
					R	c
34.00	PAVEMENT LAYERS OF GRAVEL MATERIAL					
B34.01	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km  (h) Gravel base course compacted to:  (2) 95% of modified AASHTO density - 150mm thickness	m <sup>3</sup>	6,600			
Total Carried Forward To Summary						

## SECTION 5200

Item	Description	Unit	Qty	Rate	Amount	
					R	c
52.00	GABIONS					
B52.01	Foundation trench excavation and backfilling:					
	(a) In solid rock (material which requires blasting)	m <sup>3</sup>	160.0			
	(b) In all other classes of materials	m <sup>3</sup>	85.0			
B52.02	Surface preparation for bedding the gabions	m <sup>2</sup>	85.0			
B52.03	Gabions:					
	(a) Galvanized gabion boxes					
	(b) Galvanised Gabion boxes (1m x 1m x 1m )	m <sup>3</sup>	75.0			
B52.05	Filter fabric					
	(b) Bidim U24 or similiar	m <sup>2</sup>	300.0			
Total Carried Forward To Summary						

## SECTION 5600

Item	Description	Unit	Qty	Rate	Amount	
					R	c
56.00	ROAD SIGNS					
56.01	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:  (c) Prepainted galvanized steel plate (chromadek 1,6 mm thick or approved equivalent):  (i) 900 mm diameter Round or Stop signs:  - R1  - R201 (40)  (ii) 900 mm Triangular signs:  - W326	No  No  No	4  2  2			
56.03	Road sign supports (overhead road sign structures excluded):  (c) Timber  (1) 100 mm dia. Tar poles	m	20			
B56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m <sup>3</sup>	4			
56.07	Extra over item B56.05 for rock excavation	m <sup>3</sup>	3			
B57.01	Galvanised steel balustrades (Hand Rail)	m	90.0			
Total Carried Forward To Summary						

## SECTION 5900

Item	Description	Unit	Qty	Rate	Amount	
					R	c
59.00	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS					
59.01	Finishing the road and road reserve: (b) Single carriageway road	km	8.00			
Total Carried Forward To Summary						



## SECTION 6200

Item	Description	Unit	Qty	Rate	Amount	
					R	c
62.00	FALSEWORK, FORMWORK AND CONCRETE FINISH					
62.01	Formwork to provide: F3 Finish					
	(i) Top slabs for box culverts	m <sup>2</sup>	5.0			
	(ii) Approach slabs for box culverts	m <sup>2</sup>	3.0			
	(iii) Wingwalls for box culverts	m <sup>2</sup>	30.0			
	(iv) Blinding for box culverts	m <sup>2</sup>	15.0			
Total Carried Forward To Summary						

## SECTION 6300

Item	Description	Unit	Qty	Rate	Amount	
					R	c
63.01	STEEL REINFORCEMENT FOR STRUCTURES					
	Steel reinforcement for:					
	(a) Top slab of box culverts					
	(iii) Welded mesh Ref No. 617	kg	733.0			
	(b) Bottom slab					
	(iii) Welded mesh Ref No. 888	kg	1,055.0			
	(c) Reinforcement inbetween culverts					
	(iii) Welded Mesh Ref No. 395	kg	427.0			
	(h) Wingwalls					
	(iii) Welded mesh Ref No. 617	kg	178.0			
	(i) Dowels for box culverts					
	(5) High yield stress steel bars Y20	t	0.5			
Total Carried Forward To Summary						

## SECTION 6400

Item	Description	Unit	Qty	Rate	Amount	
					R	c
64.01	CONCRETE STRUCTURES					
	Cast in situ concrete:					
	(a) Class 30 Mpa/19					
	(i) Approaches and top slab for box culverts	m <sup>3</sup>	46.0			
	(ii) Wingwalls for box culverts	m <sup>3</sup>	8.0			
	(iii) Floor slab for box culverts	m <sup>3</sup>	55.0			
	(b) Class 15/19					
	(ii) Fill between box culverts	m <sup>3</sup>	11.0			
	(iii) Blinding for box culverts	m <sup>3</sup>	12.0			
Total Carried Forward To Summary						

## SECTION 7100

Item	Description	Unit	Qty	Rate	Amount	
					R	c
71.00	Section 7100 CONCRETE PAVEMENTS					
B71.02	300m x 5.5m x 0.125m, 25Mpa Concrete Slab (including Ref.395 Mesh, 400mm Y20 Dowels and shuttering)	m <sup>3</sup>	207.0			
Total Carried Forward To Summary						

## SECTION 8100

Item	Description	Unit	Qty	Rate	Amount	
					R	c
81.00	TESTING MATERIALS AND WORKMANSHIP					
81.02	Other special tests requested by the Engineer	Prov Sum	1	30,000.00	30,000	00
	Contractor's charges and profit	%	30,000.00			
Total Carried Forward To Summary						

## SECTION 9400

Item	Description	Unit	Qty	Rate	Amount	
					R	c
9400	OCCUPATIONAL HEALTH AND SAFETY					
C.01	Preparation of Contractor's Project Specific Health and Safety Plan	L/Sum	1.0			
C.02	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	L/sum	1.0			
C.03	Principal Contractor's time related obligations in respect of Occupational Health and Safety Act and Construction Regulations	Month	6.0			
C.04	Provision of Personal Protective Equipment (PPE) per employee	No	15.0			
C.05	Provision of full time Construction Health and Safety Officer	Month	6.0			
C.06	Costs of Medical Surveillance	No	20.0			
C.07	OHS training(Induction, COVID-19, HIV? AIDS etc)	No	20.0			
C.08	Environmental Monitoring	No	20.0			
C.09	Provision of fire extinguisher as per CR 27	No	1.0			
C.10	Payment for Health and Safety Representatives at Meetings	man-day	15.0			
C.11	Provision of First Aid Boxes	No	1.0			
Total Carried Forward To Summary						

### SUMMARY OF SECTIONS

Section	Description	Amount (Rand)
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	.....
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	.....
1500	ACCOMODATION OF TRAFFIC	.....
1600	OVERHAUL	.....
1700	CLEARING AND GRUBBING	.....
2200	PREFABRICATED CULVERTS	.....
3100	BORROW MATERIALS	.....
3300	MASS EARTHWORKS	.....
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	.....
5200	GABIONS	.....
5600	ROAD SIGNS	.....
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	.....
6200	FALSEWORK, FORMWORK & CONCRETE FINISH	.....
6300	STEEL REINFORCEMENT FOR STRUCTURES	.....
6400	CONCRETE STRUCTURES	.....
7100	CONCRETE PAVEMENTS	.....
8100	TESTING MATERIALS AND WORKMANSHIP	.....
9400	OCCUPATIONAL HEALTH AND SAFETY	.....
	Sub-total	.....
1	Add Contingencies @ 10%	.....
	Sub-total	.....
2	Add VAT @15%	.....
	Total Carried Forward To Summary Of Schedules	.....

# SCOPE OF WORKS

<b>DESCRIPTION OF THE WORKS</b>
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## **C3.1.1 EMPLOYER'S OBJECTIVES**

The primary objective of this project is to provide ease of access for the communities to clinics, police station and schools. The construction of this slab will improve the travel conditions for Ntshikitshane Village and those travelling to Bhukuveni. The motorist visiting the villages are having difficulty to access the house holds during rainy season.

The secondary objective of the project is to construct this concrete slab to make it safe for use and improve the road's storm water management, while creating temporal employment to local labour. It will develop and improve practical and management skills for emerging contractors by implementation of Labour-Intensive Construction (LIC) methods, wherever practical.

## **C3.1.2 OVERVIEW OF THE WORKS**

The proposed works includes:

- Recruitment of Community Liaison Officer (CLO);
- Recruitment of Civil Engineering Student
- Accredited training
- Establishment and or utilization of formal existing local structures;
- Site establishment,
- Clearing and grubbing,
- Site establishment;
- Clearing and grubbing;
- Cut to spoil unsuitable materials;
- Rockfill;
- Importing minimum G7 quality materials for replacement of unsuitable materials;
- 150mm G6 (GWC) compacted to 98% mod. AASHTO Density;
- Construction of concrete slab in steep areas
- Construction of 20m portal culvert crossing,
- 600mm diameter underground storm water pipes with associated headwalls, and
- Road signage as required.
- Provision of stone pitching from the cutting to convey surface run-off water to the discharge point.
- Erection of road signs to minimize accidents;
- Finish off the road and the road reserve;
- Provision for testing workmanship and material;
- Cleaning and depositing of waste created during construction on completion
- De-establishment

## **C3.1.4 LOCATION OF WORKS**



The Ntlanezwe to Sizabonke Access Road project is in Ward 12 of Winnie Madikizela-Mandela Local Municipality in the Eastern Cape Province. It is 3km away from eBumrandini Junction on the R61, going south east the start of the project is 700m before reaching Mfundambini Clinic.

The existing Ntlanezwe to Sizabonke Access Road is 4km long gravel road that serves the surrounding communities and provides ease of access for residents and all prospective users, then a 3.5km virgin road with portal culvert crossing begins and links Ntlanezwe village to Sizabonke village.

Table below presents co-ordinates to the project site, while Figure 1 shows the existing road to be formalized.

Table 1 1: Central Project Co-ordinates

Project Name	Central Project Co-ordinates		Length	Area
	Latitude	Longitude	Km	
Ntlanezwe to Sizabonke Access Road	29°42'45.88"E	30°55'42.38"S	8	Ntlanezwe Village

### C3.1.5 TEMPORARY WORKS

#### C3.1.5.1 SPECIAL WATER HAZARDS CONTROL

It should be noted that certain areas of the Works are fairly low lying and due to blocked and inadequate storm water control structures, these areas are prone to flooding and ponding during and subsequent to rainy periods.

Therefore, roadworks and trenching / open excavations may also be delayed due to ponding of water and the Contractor will have to allow for various methods of removing ponding storm water and other de-watering methods to enable a minimum of delay to occur.

#### C3.1.5.2 OTHER SERVICES (TELKOM, ELECTRICITY, ETC)

Items have been allowed in the Bill of Quantities for dealing with and protecting existing services where they are known.

The Contractor will, however, ensure that prior to construction all the necessary Record Drawings and Way-leaves for all services have been obtained and verified on site by the relevant Service Providers in his presence. The Contractor must request in writing the relevant Official to indicate the said services at least 48 hours prior to commencement of work, after which the responsibility rests with the Service Department if the services are not indicated to the Contractor as requested.

The Contractor shall take whatever extra precautions are required to protect all existing services from damage during the period of the Contract. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Contractor's account.

#### C3.1.5.3 SURVEY BEACONS AND BENCHMARKS

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his sub-contractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Employer at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Employer on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Employer or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

#### **C3.1.5.4 TIDYING UP OF THE WORKS**

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers or public. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work set out above

## **2: ENGINEERING**

### **C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX**

#### **Works designed by, per design stage**

Concept, feasibility and overall process:	Employer
Basic engineering and detail layout to tender stage:	Employer's Agent
Final design to approved for construction stage:	Employer's Agent
Temporary works of Contractor:	Contractor
Preparation of as-built drawings:	Contractor

### **C3.2.2 DRAWINGS**

The drawings listed below are attached in order to give an overview of the project.

Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2010), be issued to the Contractor by the Employer/Employer on the commencement date and from time to time as required.

The reduced drawings that form part of the tender documents shall be used for tender purposes only. The Contractor will be supplied with 3 sets of unreduced paper prints of each drawing free of charge. Any additional prints will be for the account of the Contractor.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer's Agent. The Employer shall supply all figured dimensions omitted from the drawings.

Any information in the possession of the Contractor that the Employer requires in order to complete his as-built drawings shall be supplied to the Employer before a Certificate of Completion will be issued

### **C3.2.3 DESIGN PROCEDURES**

The Contractor is responsible for the design of all temporary works required for the construction of the permanent works. This includes, inter alia, temporary access roads, trench shoring, dewatering and temporary support systems.

<b>C3.3 : PROCUREMENT</b>
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### **C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES**

#### **C3.3.1.1 Resources standards**

Refer to the Tender Data in Part T1

#### **C3.3.1.2 Requirements**

Refer to the Returnable Documents in Part T2

#### **C3.3.2.1 General**

Contractors are encouraged to promote LIC methods where and when possible by utilising temporary local labour from the surrounding local communities.

The chief aim of utilising LIC construction methods on this project is to afford an opportunity to the greatest possible number of members of the local community (and possibly surrounding communities if the circumstances warrant it and approval is granted by the Employer) to obtain temporary employment and where applicable to obtain certified and accredited in-service training, to increase their level of experience and enhance their ability to secure future employment.

There are specific requirements regarding labour intensive construction (LIC) and the use of affirmative business enterprises (ABE's) and historically disadvantaged individuals (HDI's) and with regard to training.

Contractors are encouraged to maximise labour based construction activities and the Works and activities shall be so programmed and executed that those operations and activities that can reasonably be done by means of hand labour are so performed.

#### **C3.3.2.2 The Community**

The Community in terms of Subclauses 1.(1)(cc) and 23.(4) of the Special Conditions of Contract shall for the purpose of this Contract be held to include all residents residing within a five kilometre radius of the site.

#### **C3.3.2.3 Recruitment of Local Labour**

Upon receipt of the Letter of Tender Acceptance the Contractor shall expeditiously proceed to arrange for the recruitment of local labour.

Most of the labour employed on the Contract shall, insofar as such labour is available, be recruited from the local Community stated above, unless it shall be agreed between the Employer, the Employer and the Contractor that labour residing in neighbouring communities may be recruited and employed.

### Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 6CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

### Employment of unskilled and semi-skilled workers in labour-intensive works

#### Requirements for the sourcing and engagement of labour.

Unskilled and semi-skilled labour required for the execution of all labour- intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour. The contractor shall employ a minimum of 15 temporary labourers for the duration of the project.

The rate of pay set for unskilled labour is R160 per day and skilled is R250 per day.

Tasks established by the contractor must be such that:

- the average worker completes 5 tasks per week in 40 hours or less; and
- the weakest worker completes 5 tasks per week in 55 hours or less.

The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4...2.1.3.

The Contractor shall, through all available community structures, inform the local community of the labour -intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 40 % youth

Of which;

- a) 55% youth who are between the ages of 18 and 35; and
- b) 2% on persons with disabilities.

### **Specific provisions pertaining to SANS 1914-5**

#### **Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

#### **Contract participation goals**

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

#### **Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

#### **Variations to SANS 1914-5**

4...2.2.2.4.1The definition for net amount shall be amended as follows:

**Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.**

The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

#### **Training of targeted labour**

The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

The cost of the formal training of targeted labour, will be funded within the contract sum. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number

of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026.

The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 5 months or less and a minimum of ten (10) days if he/she is employed for 6 months or more.

The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.

Proof of compliance with the requirements for the above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

<b>CONSTRUCTION</b>
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### **C3.4.1 WORKS SPECIFICATION**

#### **C3.4.1.1 Applicable Standards**

The Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition) as prepared by the Committee of Land Transport Officials (COLTO) are applicable to this Contract. It shall however be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in this document. Where such specifications are not included, they shall however be deemed to be included in the Contract documents.

The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Employer whenever required throughout the duration of the Contract.

In addition the following Particular Specifications that are bound into this document will also apply:

- Section 1900 : Dayworks
- Section 9300 : Environmental Management Plan Implementation
- Section 9400 : Occupational Health & Safety Specifications
- Section 12000: Training

**C3.4.1.2.1** The term “Project Specifications” appearing in any of the COLTO standardised specifications must be replaced with the terms “scope of work”.

**C3.4.1.2.2** The variations and additions to the specifications listed in C3.4.1.2.2 are as follows:

The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract. The amendments are those issued by COLTO and reproduced below, together with additional amendments as set out herein.

The Routine Road Maintenance and gravelling, as well as the Road Betterment Procedures Manuals, as issued by the Department of Roads & Public Works of the Eastern Cape will be referred to as a guideline, for the repair / construction and maintenance activities to be conducted under this Contract.

### **C3.4.2 SITE FACILITIES**

#### **C3.4.2.1 Facilities for the Employer**

Site facilities as specified in the schedule of quantities are required. Site meetings will be held in the Contractor's site office and must make allowance to seat at least 10 people.

#### **C3.4.2.2 Sanitary Facilities**

The Contractor shall supply (2 No.) of chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Employer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

#### **C3.4.2.3 Contractor's Camp Site**

The establishment of all labour, plant and materials on site and all arrangements in this respect is the responsibility of the Contractor.

The Contractor shall provide within his own on-site facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of ten (10) persons at site meetings. The Employer shall be allowed free use of such a venue for the conducting of any other meetings concerning the Contract at all reasonable times. The cost of providing the above facility will be viewed to be inclusive of the Contractor's establishment costs.

Before the erection of his camp, office, stores, plant and accommodation units or any facilities, the Contractor shall satisfy the Employer that he is familiar with and has taken due cognizance of any pertinent local by-laws, availability of services and statutory regulations. The Contractor's attention is specifically drawn to the regulations pertaining to the accommodation of labourers.

#### **C3.4.2.4 Telephone and Communication Facilities**

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 Employer's Agent's Representative.

The Employer and his Representative will use their own cellular and office telephones for this contract. The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

#### **C3.4.2.5 Accommodation for Employees**

The Contractor shall make his own arrangements for the accommodation of his employees.

#### **C3.4.2.6 Security**

The Contractor shall be responsible for the security of his own personnel and constructional plant on and around the site of the works and for the security of his camp and laboratory, and no claims in this regard will be considered by the Employer.

#### **C3.4.2.7 Water, Power Supply and other Services**

The Contractor shall make his own arrangements concerning the supply of water, electrical power and all other services for use at the site camps, as well as for all construction and maintenance purposes. No direct payment will be made for the provision of water, electrical power and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work.

### **C3.4.3 FEATURES REQUIRING SPECIAL ATTENTION**

#### **C3.4.3.1 Public Safety**

The Contractor shall at all times ensure that his operations do not endanger any member of the public or of his own personnel.

#### **C3.4.3.2 Adjoining Properties**

The sites of the Works are surrounded by private properties. The Contractor shall exercise strict control over his employees to ensure that they do not trespass outside the road reserve or interfere in any way with the adjacent owners, tenants and their properties. In addition, the Contractor shall liaise with the owners regarding all matters that may affect them such as the provision of water and the like.

#### **C3.4.3.3 Construction and Maintenance Activities in Confined Areas**

It may be necessary for the Contractor to work within confined areas. Except where provided for in the project specifications, no additional payment will be made for work done in restricted areas.

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 / maintenance 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.

#### **STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COLTO**

No amendments have been issued.

#### **PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

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

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

<b>SECTION 1100</b>	<b>DEFINITIONS AND TERMS</b>
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**Add the following additional clauses:**

#### **“B1156 ACCEPTANCE CONTROL**

Acceptance control means whatever testing the Employer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the Contractor. Such testing will be carried out at the cost of the Employer in a laboratory approved by him.

#### **B1157 COMMERCIAL SOURCE**



An off-site source of materials chosen by the Contractor will also be viewed as a commercial source. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.

**B1158 PROCESS CONTROL**

Process control means all testing required to be carried out by the Contractor on the works in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the Client.

**SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS****B1204 PROGRAMME OF WORK**

*Insert the following before the first paragraph:*

"A network-based programme in accordance with the precedence method shall be provided showing the various activities in such detail as may be required by the Employer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Employer to apply a programme based on his own assumptions for the purpose of evaluating claims for extension of time for completion of the works, or for additional compensation."

**B1206 SETTING OUT OF THE WORKS AND PROTECTION OF BEACONS**

In second line of first paragraph, replace Clause 14 with 4.1.2, 4.5, 4.15 and 4.15.3 of SANS 1921-1

**B1207 NOTICES, SIGNS AND ADVERTISEMENTS**

*Replace the second paragraph with the following:*

"Two (2) contract name boards shall be erected and maintained for the duration of the Contract at points to be indicated by the Employer. Details of the contract name board are provided in the standard drawings, whilst a layout of the identity boards is included with the tender drawings."

*Delete the final paragraph and replace with the following:*

"All signboards erected in accordance with the drawings or as approved by the Employer shall be removed at the same time as the Contractor's de-establishment. Payment under sub-item 13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

**B1209 PAYMENT****(b) Rates to be inclusive**

*In the 3<sup>rd</sup> line, after the word "quantities", insert "together with the payment of VAT as a separate item,"*

**(f) Materials on Site**

In the first line of the first paragraph, delete "Clause 52" and replace with "Clause 49".

*Add the following sub clause:*

**"(g) Trade names**

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

**"(h) Compensation for work in restricted areas**

No extra-over rates will apply to work in restricted areas such as, for example, the widening of existing and or/new intersections or to existing and/or new pavements, repair, excavation or backfilling within the boundaries of an existing and or new road. The only exceptions will be for those for which explicit provisions are made in the project specifications and the schedule of quantities.

Allowance for work in restricted areas shall, under normal circumstances, be deemed to be included in the rate tendered for each item of work concerned. Such rates shall include for all

extra measuring and setting out; all manual work of whatever nature, double handling of material; special methods of excavation, application, placing, mixing, and compacting, as well as all extra and/or special supervision, labour equipment, tools, transport and incidentals over and above those usually required for work in normal areas.

#### **B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

*Insert the following:*

In the fourth line of the first paragraph, delete "Clause 54" and replace with "Clause 51".

*Add the following paragraph:*

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

- In the case of partial completion, the estimated cost to complete the outstanding work shall be less than 2 % of the estimated cost to construct the whole section or sections.
- In the case of the whole works, the estimated cost to complete the outstanding work shall be less than 2 % of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- It must be possible for the Contractor to complete the written list of outstanding items of work within 28 days of the list having been issued to the Contractor."

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

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

"This is also required with respect to fences, gates, camp sites, bypasses and material spoiled on private property."

*Add the following after subclause (e)*

"These written statements, as required in Clause 1214(b)-(e) shall be handed to the Employer before the final certificate will be issued."

#### **B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

*Delete the clause and replace with the following:*

"There will be no extension of time on this contract due to abnormal rainfall except as provided for below.

Should the Contractor, due to the occurrence of rainfall resulting in his inability to carry out the Works, not meet the rates of progress as per the programme, the Employer shall determine the number of days lost due to the occurrence of rain, and deduct same from the number of days of penalty which the Contractor shall pay to the Employer due to non-performance in terms of the contract.

Should the occurrence of rain delay the Contractor's rate of progress on work programmed at the end of the contract, the provisions in the above paragraph shall still apply, but the employer shall have the right to discontinue the work in progress on the date that the contract expires, at his sole discretion, or grant an extension of time in terms of Clause 42 of the General Conditions of Contract equal to the number of days lost due to rainfall in respect of the activities affected by the rainfall, as determined by the Employer.

During the execution of the Works, The Employer Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only if less than 30% of the work force and plant on site could work during that specific working day."

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

In second line of first paragraph, replace "Clause 35" with "Clause 32".

*Add the following sub clause:*

- (h) "Before commencing excavations in any section of the work, the contractor shall thoroughly plan the relevant excavation and the backfilling and submit such planning to the Employer.

The contractor shall be fully responsible for protection of works and the draining and /or keeping dry of such excavations, and his planning shall make provision for speedy backfilling and drainage during wet periods. Unless otherwise directed by the Employer the contractor shall make use of temporary drainage pipes and/or pumps for draining excavations. Where temporary pipes are placed in completed works or in existing works which will subsequently not be broken up, the road and/or bridge structures shall be repaired in such manner that the structures will not be weakened thereby.

No extra payment will be made for draining of excavations. Furthermore, the contractor shall, at his own cost, be responsible for the repair of any damage as a result of water being impounded or of saturation, should he have failed to submit his planning to the Employer Agent or to have duly complied with the approved measures."

#### **B1229 SABS CEMENT SPECIFICATIONS**

*Add the following to this subclause:*

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

SABS ENV 197-1 "Cement composition, specifications and conformity criteria Part 1: Common cements."

Furthermore, where reference is made in this specification or the standard specification to a different cement type, the following names will apply and the Employer will confirm the relevant new name from the table overleaf:

<b>Cement Grade</b>	<b>Cement Type</b>	<b>Approximate old product name</b>	<b>Holcim</b>	<b>New Blue Circle</b>	<b>New NPC</b>	<b>New PPC</b>	<b>New Slag-cement</b>
52,5	CEM 1	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42,5 R	CEM 1	Rapid hardening	-	-	-	Rapo	-
42,5	CEM 1	OPC *	Portland Cement	Duratech	-	OPC	-
	CEM 1	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32,5R	-	-	-	-	-	-	-

Cement Grade	Cement Type	Approximate old product name	Holcim	New Blue Circle	New NPC	New PPC	New Slag-cement
32,5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Surebuild	-
	CEM II A-W	PC 15FA	-	-	-	Surebuild	-
	CEM II A-L	-	All Purpose Cement	-	-	Surebuild	-
	CEM II B-V or W	PC25FA/PFA C**	-	Structrete	-	Surecrete	-
	CEM III A	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22,5	MC 22.5X	PFAC ***	Multi purpose Cement	Durabuild	-	-	-
	MC22.5X	PFAC***	-	Buildcrete	-	-	-
12,5	MC 12,5	Walcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12,5	Mortacem	-	-	-	-	-

**Notes:** \* OPC cements previously performed approximately as CEM 1 32,5R products

\*\* PC25FA cements under the old standards achieved lower compressive strengths than the OPC's of the time

\*\*\* Some PFAC cements meet the new standard for MC 22,5X. Others required modification before meeting the requirements for MC 22,5X"

*Add the following new clauses:*

#### **B1230 DAILY RECORDS**

The Contractor shall furnish the Employer daily with records of work executed by him for each activity. The records shall include information such as description, location, measurement, plant and labour hours, where applicable, and all other information the Employer may require for the record and measurement purposes.

No separate payment items will be scheduled for the administrative costs incurred by the Contractor to provide the Employer with the activity sheets and other information that will be required. These costs will be deemed to be inclusive of the rates tendered for the works.

#### **B1231 MEASUREMENT AND PAYMENT FOR CERTAIN GENERAL ITEMS**

*Payment will be made under this section for certain items as follows:*

*Add the following new Payment Items:*

<b>Item</b>	<b>Unit</b>
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##### **B1201 Community Liaison Officer**

(a) Remuneration/subsistence and travel of CLO ..... provisional sum

(b) Handling costs, profits and all other charges in respect of Item 12.01 (a) .....percentage (%)

"A provisional sum is included to allow for the salary of a person working full time as the Community Liaison Officer for the duration of the construction on this Contract. The sum also includes for costs such as transport, office space, communication and any other requirement necessary. The Contractor shall ensure that the salary and other expenses such as payment to the Community Liaison Officer members are paid timeously in accordance with the payment dates of his own staff".

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

**B1202 PROJECT STEERING COMMITTEE (PSC)**

- (a) Remuneration/subsistence and travel of PSC ..... provisional sum
- (b) Handling costs, profits and all other charges in respect of Item 12.02 (a) ..... percentage (%)

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

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

**B1203 RELOCATION OF EXISTING SERVICES**

- (a) Payment for the relocation and/or protection of existing services ..... provisional sum
- (a) Handling costs, profits and all other charges in respect of Item 12.03 (a) ..... percentage (%)

"The stated provisional sum shall be expended only as ordered and approved by the Employer for the cost of re-locating and/or protection existing services. The sum includes for all labour, plant, specials, and materials required to complete the work.

**B1204 ENVIRONMENTAL CONTROL OFFICER (ECO)**

- (a) Payment for environmental control officer ..... provisional sum
- (a) Handling costs, profits and all other charges in respect of Item 12.04 (a) ..... percentage (%)

"The stated provisional sum shall be expended only as ordered and approved by the Employer for the cost of payment for environmental control monitoring. The sum includes for all activities and sub-activities required to complete the work.

**SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**
**B13.01 The Contractor's general obligations**

*Add the following:*

"Two Employer's nameboards shall be erected within one month of the commencement of construction and shall be placed where ordered by the Employer. Any damage to this board shall be repaired within 14 days of a written instruction received from the Employer's Agent. For details of the board refer to the Standard Drawings contained in this document.

Erection of two Contractor's nameboards that comply with the drawing(s) provided are required in the area of the Works, at a positions approved by the Employer's, who may at any time order their removal if any objections are received.

The board shall be manufactured from materials specified in but shall conform in the painting, decorating and detail with the recommendations to the drawing attached.

All construction signage shall be removed 14 days prior to the date of the Final Approval Certificate.

**B1303 PAYMENT****B13.01 The Contractor's general obligations**

*Add the following:*

"References to Clause 49 must be amended to read Clause 6.8.1"

"References to Clause 53 must be amended to read Clause 6.11"

*Add the following:*

The Scope shall also include the requirements of the Occupational Health and Safety specifications and relevant payment items contained in the tender documentation.

*Add the following to subclause (i):*

"The tendered sum for sub item 13.01(a) also includes full compensation for the complete relocation of the Contractor's camp or temporary road camps from one road or area to another during the course of the contract as per the approved programme.

The Contractor must make allowances for the provision and erection of two (2) contract name boards, as per the drawings, under item 13.01(a), Contractor's General Obligations (separate item).

Under this payment item he shall also make allowance for the provision of two labourers to assist the Resident Employer as and when required for checking and measuring the various items of work.

*Add the following after the fourth paragraph:*

"Should the combined total tendered for subitems (a), (b), and (c) exceed 20% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner."

*Add the following at the end of the pay item:*

"The amount payable to the Contractor for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 42 of the General Conditions of Contract, shall be calculated as follows:

- (i) Account shall be taken of all time-related items scheduled in Section 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 22 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is "month".

<b>SECTION 1400:</b>	<b>HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL</b>
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## **B1402 OFFICES AND LABORATORIES**

### **(c) Laboratories**

"No on-site laboratories are required. The Contractor may make use of SANAS accredited laboratories for all his process control testing.

<b>SECTION 1500:</b>	<b>ACCOMMODATION OF TRAFFIC</b>
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## **B1501 SCOPE**

Add the following:

"This section also covers the providing of additional information signs for motorists and releasing necessary notices to the media and public.

A high standard of traffic control and accommodation of traffic is to be maintained throughout the contract period.

The contractor makes provision for stopping the work should the contractor neglect to repair or replace damaged or broken temporary road signs, applying penalties for negligence regarding the accommodation of traffic.

The accommodation of traffic shall be in accordance with the requirements of Chapter 13 of Volume 2 of South African Road Traffic Signs Manual."

**B1502 GENERAL REQUIREMENTS****(a) Safety**

*Add the following to Sub Clause 1502 (a) and (b):*

"The entire site as described in Part A will be handed over to the contractor.

The contractor, before starting work of any part on the site, shall submit to the Employer his planning for accommodating traffic on that section."

**(f) Providing temporary deviations**

*Add the following paragraph:*

"All the diversion, bypasses and accesses, etc." must be adequately set up for use during the day or at night, whatever the case may be, and must comply with the standards specified".

"The contractor shall keep the Employer traffic authorities and emergency services fully informed with regard to changes in the traffic flow, paths or routes and shall obtain their approval for these changes."

**(f) Approval of temporary deviations**

*Add the following:*

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

**(i) Traffic Safety Officer**

*Add the following after the second paragraph:*

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

*Add the following sub-subclauses:*

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

*Add the following subclauses:*

**(j) "Failure to comply with provisions for the accommodation of traffic**

The failure or refusal of the Contractor to take the necessary precautions for the safety and convenience of the public as specified or instructed by the Employer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Employer.

The above shall be sufficient cause for the Employer to deduct penalties as follows:

A fixed penalty of **R500** per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the Standard Specifications and Section B1500 of the Scope of Works.



In addition a time-related penalty of **R300** per day over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Employer. The Employer instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

**(k) Extension of time for completion**

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

**(l) Traffic safety equipment for the Client**

The Employer shall be provided with the following traffic safety equipment:

**(i) Amber flashing lights**

The Contractor shall provide the Client's Representative with amber rotating warning lights. All lights shall be operational whenever the vehicles operate within the road reserve. All lights shall have a minimum height of 200 mm and 50 watt output, be of the revolving reflector type and shall have a magnetic base, flexible cable and a connection suitable for insertion into a 12V automobile cigarette lighter socket.

**(ii) Construction sticker**

The Contractor shall supply the Employer and the Employer representative with magnetic "construction" stickers. The stickers must read "CONSTRUCTION VEHICLE" in 170 mm letters on a prominent background.

**(iii) Safety jackets**

The Contractor shall provide the Employer and visitors with safety jackets for moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Employer. The Contractor is to allow for ten jackets.

**(iv) Hard hats**

The Contractor shall provide the Employer and visitors with hard hats for moving around on site where they may be required. The Contractor is to allow for ten hard hats.

No additional payment will be made for the above items and the costs will be deemed to be inclusive in the establishment costs."

**B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

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

"The Contractor shall provide, erect and maintain the necessary traffic-control devices including the Variable Message Trailer/s (VMT), road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and the South African Road Traffic Signs Manual, in particular, in Chapter 13 of Volume 2 and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost."

*Replace the third paragraph with the following:*

“The type of construction, spacing and placement of traffic-control devices shall be in accordance with Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual. The recommended arrangements of the traffic control devices illustrated in Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual shall not be departed from without prior approval of the Employer. The arrangements expected to be most commonly used in the Contract are set out in the Routine Road Maintenance Procedures Manual of the Department of Roads and Public Works of the Eastern Province.

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

**(b) Road signs and barricades**

*Add the following:*

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

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

No separate payment items will be scheduled for the provision, erection and relocation of any signage, barricades, traffic control devices required to execute the works and these will be deemed to have been included in the rates of the different maintenance / construction activities.”

**(c) Channelization devices and barricades**

*Add the following paragraphs:*

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

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

**(e) Warning devices**

*Add the following:*

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

alongside sections of road open to public traffic.

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

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

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

## **B1517 MEASUREMENT AND PAYMENT**

*Delete the contents of this clause and replace with the following:*

"Accommodation of traffic will not be paid for separately and any costs associated with it, unless expressly stated and allowed for, must be included in the rates of the various items where accommodation of traffic is required."

<b>SECTION 1600:</b>	<b>OVERHAUL</b>
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## **B1602 DEFINITIONS**

### **(b) Free-haul distance**

*Replace Sub Clause 1602(b) with the following:*

*"Overhaul shall only be paid on material which is been transported further than free-haul distance of one kilometre. Pay Item 16.01 will not be applicable to this contract.*

All overhaul on material transported further than 1.0 km will be measured as the product of the volume of material transported and the additional transport distance involved, as defined in Sub-clause 1602(e).

Overhaul is not applicable to material obtained from a commercial source"

<b>SECTION 1700:</b>	<b>CLEARING AND GRUBBING</b>
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## **B1702 DESCRIPTION OF THE WORK**

### **(b) Grubbing**

*Delete the contents of this Clause and replace with the following.*

" In the road reserve all stumps and roots are to be cut to the following heights above ground level and are to be treated with Garlan 4 with Red Dye:

- 0m to 3m from the edge of roadway : - Flush with the natural ground level
- 3m to 9m from the edge of roadway: - Maximum height of 100mm above the natural ground level.

All trees of girth larger than 0,5m will not be measured separately and will be deemed inclusive of the rate."

*Add the following new Clause*

**(c) "Conservation of topsoil"**

"The topsoil up to a depth of 150 mm, if available and approved by the Employer, shall be removed from the above specified cleared areas and stockpiled not higher than 2m on approved sites for later reuse. Until required for spreading, the stockpiles of topsoil material shall be stabilized by watering or other approved means to limit dust pollution".

**B1703 EXECUTION OF WORK**

*Add the following new Clause*

**(b) "Areas to be cleared"**

The total road reserve width shall be cleared. The Contractor shall only be paid for areas cleared, where authorised by the Employer.

*Add the following new Clause*

**(b) "Cutting of trees"**

No trees with a trunk girth of more than 1 m shall be removed without the written permission of the Employer's Agent.

*Add the following new Clause*

**(c) "Disposal of material"**

Unless otherwise ordered by the Employer the Contractor shall dispose of material resulting from clearing and demolition operations at a site to be determined by the Contractor. Such a site shall have the approval of the Employer, the Local Authority and the Environmental Officer. Payment for the clearing, loading, transport, dumping fees and any other requirement or costs incurred shall be included in the rate submitted.

The Contractor may be sharing the spoil site with other contractors working in the same area. A site management plan shall be followed by all contractors working in the area. Material shall be dumped in an organised manner and worked off to the satisfaction of the Employer and Local Authority.

*Add the following new Clause*

**(f) "Clearing and grubbing narrow widths"**

The Employer may require clearing and grubbing of narrow widths between 0.5 and 5m wide to be conducted adjacent to existing roadways in order for them to be widened, or for the construction of new drains and mitre drains. The description and execution of the works will be conducted in the same manner as set out in sections 1702 (a), (b) and 1703 (a)."

**B1704 MEASUREMENT AND PAYMENT**

<b>Item</b>		<b>Unit</b>
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<b>B17.01</b>	Clearing and grubbing .....	hectare (ha)
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*Add the following paragraph:*

“The rate shall also allow for the gathering, cutting up, shredding if required, loading, transporting and disposing of at local dumpsite”

<b>Item</b>		<b>Unit</b>
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<b>B17.02</b>	Removal and grubbing of large trees and tree stumps .....	Number (No)
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*Add the following:*

“Clearing and grubbing for the tree trunks more than 1m shall be removed without written permission of the Employer. Payment shall be regarded as included in the rates tendered for the applicable items for the abovementioned work”.

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

<b>B17.04</b>	Clearing and grubbing at inlets and outlets of hydraulic structure....square metre (m <sup>2</sup> )	
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*Add the following:*

Payment shall be regarded as included in the rates tendered for the applicable items for the abovementioned work”.

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

<b>B17.05</b>	Clearing out of hydraulic structures.....cubic metre (m <sup>3</sup> )	
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*Add the following:*

*Payment shall be regarded as included in the rates tendered for the applicable items for the abovementioned work”.*

**SECTION 1900: DAYWORKS**
**CONTENTS**

- B1901 SCOPE
- B1902 ORDERING OF DAYWORK
- B1903 MEASUREMENT AND PAYMENT

**B1901 SCOPE**

This Section covers the listing of day work items in accordance with the General Conditions of Contract (Clause 37.2) for determining payment for work which cannot be quantified in specific units in the Bill of Quantities, or work ordered by the Employer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Bill of Quantities.

**B1902 ORDERING OF DAYWORK**

No dayworks shall be undertaken unless written authorisation has been obtained from the Employer.

**B1903 MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>B19.01 Personnel</b>	
(a) Unskilled labour .....	hour (hr)
(b) Semi-skilled labour.....	hour (hr)
(c) Skilled labour .....	hour (hr)
(d) Ganger .....	hour (hr)
(e) Flagmen .....	hour (hr)

<b>Item</b>	<b>Unit</b>
<b>B19.02 Plant</b>	
(a) Flat bed truck (specify size) .....	hour (h)
(b) Tipper Trucks - 3 to 5 ton capacity .....	hour (h)
(c) Tipper Trucks - More than 5 ton .....	hour (h)
(d) Loader (0,5m <sup>3</sup> ) bucket .....	hour (h)
(e) TLB ( digger loader ) .....	hour (h)
(f) Excavator. (20-30 ton) .....	hour (h)
(g) Grader (AT 140 G or similar) .....	hour (h)
(h) Compactor (Bomag 90) .....	hour (h)
(i) Water truck (5000 litre) .....	hour (h)
(j) Dozer (D7 or similar) .....	hour (h)
(k) Mechanical broom .....	hour (h)
(l) Tractor-trailor combination (43 kW, 3 ton min) .....	hour (h)
(m) Suitable truck/bus for transporting labourers (30 people minimum) .....	hour (h)
(n) Safety vehicle for pre-marking purposes .....	hour (h)
(o) Compressor (air) including hoses and tools (specify) .....	hour (h)
(p) Dewatering pump including generators and accessories (specify size) .....	hour (h)
(q) Mobile electric welding sets and accessories (specify size) .....	hour (h)
(r) Cutting torch with mobile electric & oxy acetylene installation .....	hour (h)
(s) Mobile concrete mixers (specify size) .....	hour (h)
(t) Light delivery vehicle (LDV) .....	hour (h)
(u) Centre-mount crane (specify size) .....	hour (h)
(v) Low bed truck (specify size).....	hour (h)
(w) Other (specify).....	hour (h)

<b>Item</b>	<b>Unit</b>
<b>B19.03 Materials</b>	
(a) Procurement of materials.....	provisional sum
(b) Contractor's handling costs, profit and all other charges in respect of Item B19.03 (a).....	percentage (%)

The unit of measurement for items B19.01 and B19.02 shall be the hour for the item of plant or personnel. Non working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return.

Measurement shall only be for work instructed and directed by the Employer, where the Employer considers no other appropriate rate is available in the Bill of Quantities. Prior to the commencement of any work by the labourers described under item B19.01, the Contractor must obtain written consent from the Employer regarding the classification of all labourers in terms of "unskilled", "semi-skilled" and "skilled" labourers.

The tendered rates for labour for item B19.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime, where applicable, insurances, housing, site supervision, use of

small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B19.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the Employer for all administrative, supervisory operative and contingent cost, and profit, relating to the running of the plant.

The unit of measurement for item B19.03 (a) shall be the amount actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of Contract. Only the actual quantities of materials used, as verified by the Employer, shall be paid for.

The percentage tendered for item B19.03 (b) shall be percentage of the amounts actually paid for the procurement of materials as ordered under item B19.03 (a) and shall be in full and final compensation in respect of the Contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The abovementioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid."

<b>SECTION 2100:</b>	<b>DRAINS</b>
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**B2101 SCOPE**

*Replace the first paragraph with the following:*

"This Section covers all the activities for rehabilitative, new and maintenance work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the location and to the sizes, shapes, grades and dimensions shown on the drawings or as directed by the Employer, and the test flushing of the subsoil drains."

**B2102 OPEN DRAINS**

*Add the following subclause:*

**"(h) Concrete channels, kerb-and channel combinations, concrete side drains and median drains**

Concrete channels shall be cleaned when instructed by the Employer. Material from the channels, kerb-and-channel combinations, side drains in cut and median drains shall either be loaded and transported to designated spoil sites or disposed of adjacent to channels where it cannot be washed back into the channel within the road reserve as directed by the Employer.

Vegetation growing in channel joints and cracks shall be removed with roots to prevent re-growth. Vegetation growing over channels from the edges shall be trimmed at the concrete edges and disposed of. Undesirable vegetation shall be removed with roots and spoiled where directed by the Employer.

Concrete drainage channels shall be clear of any obstruction such that the concrete surfaces are clearly visible. All concrete drains and channels, chutes and the like are to be swept after all obstructions and debris has been removed. Silt, debris and vegetation removed shall not be thrown up against cut or down fill slopes."

**B2104 SUBSOIL DRAINAGE**

*Add the following new clauses:*

**“(d) Exposing existing subsoil pipes**

Where instructed by the Employer existing subsoil pipes shall be exposed for inspection. The material on top of the pipe shall be carefully removed by hand. Care shall be taken not to damage the filter fabric and pipe during excavation.

Repair work, if required, shall be carried out as directed by the Employer. It may involve the replacement of the existing pipe and the backfill with material similar to that encountered in the existing system.

**(e) Draining of distressed areas**

Where the presence of subsurface water has caused failures of the pavement layers the Employer Agent may require the installation of subsoil drains through the road to drain the excavation before re-instatement of the pavement layers.

The subsoil drainage system to be installed shall be as instructed by the Employer.

Where asphalt premix is to be removed for the installation of a subsoil drain the asphalt shall be cut neatly and perpendicular with approved sawing equipment to the width instructed by the Employer before excavation.

Payment for the excavation of the asphalt premix layers and the reconstruction of the pavement layers shall be made under the relevant sections.

**(f) Maintenance of subsoil drains**

When instructed by the Employer, blocked subsoil drains shall be unblocked by rodding through rodding eyes provided for the purpose and thorough flushing of the pipes.

Should the Contractor notice the existence of blocked or damaged subsoil drains, the Employer shall be duly notified to issue an instruction for the execution of the relevant maintenance work.”

**B2107 MEASUREMENT AND PAYMENT****Item****Unit**

**B21.01 Excavation for open drains..... cubic metre (m<sup>3</sup>)**

*Add the following to the penultimate paragraph:*

“The tendered rate shall also include full compensation for trimming the open drains. Only those drains designated by the Employer for excavation will be measured. The above rate will be deemed inclusive where blading is specified in Section 3400, and will not be measured separately.

Where blading or road bed preparation is specified (Section 3400), payment for the formation of side and mitre drains up to the road reserve will be included in the blading or road bed preparation rate. However, where new drains are to be constructed to extend beyond the road reserve limits, payment will be made under this item for the length of drain outside the road reserve.”

**Item****Unit**

**B21.02 Clearing and shaping existing open drains ..... cubic metre (m<sup>3</sup>)**

*Add the following to the penultimate paragraph:*

“The tendered rate shall also include full compensation for trimming the open drains. Only those drains designated by the Employer for clearing and shaping will be measured. The above rate will be deemed inclusive where blading is specified in Section 3400, and will not be measured separately.

Where blading is specified (Section 3400), payment for the formation and clearing of side and mitre drains within the road reserve will be included in the blading rate. However, where drains extend



beyond the road reserve limits, payment will be made under this item for the length of drain outside the road reserve.”

*Add the following new items:*

Item	Unit
<b>B21.20 Clearing and shaping side and mitre drains by road grader .....</b>	<b>meter (m)</b>
The unit of measurement shall be the linear meter of mitre and side drain formed, cleared, opened up and shaped. The length of mitre drain will be measured from the outside of the side road drain to the approved extremity of the mitre drain. Only those mitre and side drains designated by the Employer for clearing and shaping will be measured. Where blading is specified (Section 3400), payment for the formation and clearing of side and mitre drains up to the road reserve will be included in the blading rate. However, where roads extend beyond the road reserve limits, payment will be made under this item for the length of drain outside the road reserve.”	

<b>SECTION 2200: PREFABRICATED CULVERTS</b>
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#### **B2201 SCOPE**

*Amend the first paragraph to read:*

“This Section covers all the activities in connection with the construction and maintenance of prefabricated units of culverts and other closed conduits such as storm water ducts, tremies and service ducts, together with inlet and outlet structures, manholes and other appurtenant structures.”

#### **B2203 MATERIALS**

##### **(b) Portal and rectangular prefabricated concrete culvert units**

*Add the following:*

“prefabricated concrete culverts other than pipe culverts, herein referred to as Portal Culverts or rectangular culverts. They should comply with the requirements of SABS 986

#### **B2206 PREPARATION FOR CONSTRUCTION BY EMBANKMENT METHOD MATERIALS**

*Add the following:*

“Where trenches cross existing surfaced roads the following will apply:

1. The service (pipe, cable etc.) shall be laid on a bedding cradle, and covered with a fill blanket, as specified in Section 2200 Prefabricated Culverts (Bedding - Pipes) or in the Project Specification.

The rate for placing and compacting bedding and blanket material shall be included in the items for excavation and backfilling. No additional payment will be made for placing and compacting bedding and blanket using material selected from trench excavations. Where material excavated from trenches is unsuitable for backfill bedding or blanket material and suitable material cannot be reasonably selected from adjacent trench excavations or stockpiles within free haul distance on the site, then the Employer will order the use of material from commercial sources.

The remaining portion of the trench, from the top of the fill blanket to the road surface, shall be filled with cellular trench backfill material.

(a) The specification for this material is as follows:-

- (i) Definition : Material shall consist of a cellular light-weight concrete incorporating large volumes of controlled micro-air cement and sand.

- (ii) Density Range : 150 - 1400 kg/m<sup>3</sup> and have an equivalent CBR value greater than 100.
- (iii) Consistency : Material shall be of a pickable nature after final setting.
- (iv) Admixture : The admixture is a pre-foam organic compound accelerated by the addition of calcium chloride. Chloride free additive must be used where the outer casing of the service being covered is metallic.
- (v) Setting Times : The finished product must achieve initial set within 90 minutes. It must then be able to carry light traffic.
- (vi) Specification : British Standards draft S.W.P. 146 of July 1990.
- (b) The cellular backfill material (hereinafter called "trench fill") is ordered from the supplier, and is delivered to site in a truck-mixer. The material is poured directly into the trench, and no vibrating or additional compaction is necessary.
- (c) The trench fill shall be cast flush with the surrounding road surface, and trowelled to an even surface.
- (d) After the trench fill has set, either the same day or the following day, the top 40mm of the trench fill must be scabbled off using a pick, or paving breaker and the depression reinstated using 40mm gap graded hot asphalt. After compaction, the asphalt must be finished flush with the surrounding road surface.
- (e) During the time period between pouring the trench fill into the trench, and the setting of this material, it is imperative that no person or animal be allowed to gain access to the trench. Suitable barricades shall be provided around the trench and a guard placed on duty at the trench until the material sets.

Should the trench fill not be set by nightfall, safety lamps shall be placed on the barricades.

The responsibility for public safety lies with the organisation carrying out the excavation and backfill operations.

## **B2207 UNSUITABLE FOUNDING CONDITION**

### **MATERIALS**

*Add the following:*

"Notwithstanding Subclause 3303 of COLTO, in terms of which the Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall selectively remove and keep separate the sandy material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Employer's Agent.

Material which, in terms of Subclause 2203 of COLTO, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as "unsuitable" material and, if so ordered by the Employer's Agent, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use. Should the material which is replaced in the trench become too wet again, due to the fact that the Contractor made insufficient provision for the handling and removal of groundwater in accordance with Subclause 2207, the Contractor shall replace the material at his own cost with material which is, in the opinion of the Employer's Agent, suitable.

When preparing his programme and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use. Unless otherwise ordered by the Employer's Agent, all excavated material from pipe trenches shall be kept within the road reserve, but not on the roadway. The toe of the bank of excavated material

shall be trimmed well back from the edge of the trench so as to leave a minimum 0.6 m clearance between the toe of the bank and the edge of the trench. The Contractor shall keep this strip clear of excavated material at all times.

The Contractor shall take steps to avoid burying or contaminating topsoil which shall be set aside for replacing, as far as practical, on the surface from which it was excavated.

## **B2207 EXECUTION OF WORK**

### **(a) Stormwater, seepage and dewatering excavations**

*Add the following:*

"In addition to the Contractor's responsibilities for dealing with water, the Employer may order the Contractor to place a crushed stone bedding layer (minimum thickness 150 mm) on the trench bottom. Should the trench bottom conditions remain unstable due to the nature of the soil and the degree of saturation, the Employer may order the Contractor to install a filter fabric on the trench bottom prior to the provision of the stone layer. Should the material in the trench bottom or the bedding material be of such a nature that it can penetrate the stone layer; the Employer may instruct the Contractor to enclose the stone layer completely within a geotextile filter blanket which shall comply with the requirements below, and shall have overlaps of at least 200 mm.

The Contractor will only be paid by providing and laying the stone bedding layer and filter fabric after receipt of a written order to do so from the Employer's Agent.

The cost of dealing with water as specified in Sub-clause 2207a, as amended will be held to have been included in the tendered sums.

### **(b) Stone bedding in water-logged conditions**

*Add the following:*

"Where the use of a layer of crushed stone in the trench bottom has been authorized by the Employer, it will be measured by volume calculated according to length multiplied by the minimum base width and specified thickness. The tendered rate shall cover the cost of preparation of the trench bottom to accommodate the layer of stone, the supply and placing of the layer of stone over at least the specified width and all related activities in order to produce a stable platform.

### **(c) Minimum base widths**

*Add the following:*

"Notwithstanding the requirements of clause 2207(c) the minimum widths for trenches shall be as detailed in the Schedule of Quantities. OR

A side allowance of 300 mm shall be applicable to all pipes unless amended by the Employer.

### **(d) Trench bottom**

*Add the following:*

"Where the Contractor's method of working results in quagmire conditions in the trench bottom, the Contractor shall excavate and stabilize the trench at his own cost to the approval of the Employer.

**B2208 CLASSIFICATION OF EXCAVATION MATERIALS**

*Add the following:*

"For mechanical excavation the classification shall be as specified in Section 3300 Mass Earthwork (Excavations), as amended.

**B2209 DISPOSAL OF EXCAVATED MATERIAL MATERIALS**

*Add the following:*

"All surplus material and unsuitable material not required for backfilling shall be disposed of at suitable sites to be located by the Contractor. All such sites shall require the approval of the Employer and the Local Authority. No additional payment will be made for the transportation of such material".

Dumping shall proceed in an orderly manner with coarse material placed at the bottom and covered with finer material, where possible. Upon completion of dumping the material shall be shaped to provide free-draining surfaces and slopes and finished off to the satisfaction of the Employer. Also see clause 1703(C).

**B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS MATERIALS****(b) Portal and rectangular prefabricated concrete culvert units**

*Cast in situ floor slab shall be constructed to the dimensions and the locations as shown on the drawings or as may be prescribed by the engineer. They shall be reinforced with steel reinforcement as detailed on the drawings. Joints of the types detailed on the drawings shall be formed in the floor slab, and in between the floor slabs and the inlet and outlet structures.*

**B2211 BACKFILLING OF PREFABRICATED CULVERTS**

*Add the following:*

"Selected fill material shall be free from vegetation and from lumps and stones of diameter exceeding 30 mm, and shall be obtained from the trench excavations or other necessary excavations on the site, on the approval of the Employer. The material shall have a PI<6".

**B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES****(a) Excavation and backfilling**

*Amend the first paragraph to read as follows:*

"The width of excavation shall be the net external dimensions of structure plus 0,5 meter working space along or around the structure. The specifications given elsewhere in this Section for backfilling the culverts shall apply mutatis mutandis to inlet and outlet structures, catchpits and manholes. If wet soil crete is used with vibrators the extra working space can be reduced to 150 mm."

*Add the following subclause:*

**“(c) Bricks**

"Bricks used in stormwater structures shall be Burnt, bricks, having a nominal compressive strength of 28 MPa, and complying with the requirements of SABS 227".

*Add the following subclause:*

**“(f) Prefabricated concrete chambers and shaft**

“Pipes with interlocking joints, where they pass under roads and also on curved pipelines in verges, shall be wrapped with two layers of hessian soaked in cementitious grout. The wrapping shall be 400mm wide and placed centrally over each joint.

Unless otherwise stated in the Schedule of Quantities or indicated on the drawing, pipes with interlocking joints shall be used”.

“Lifting holes should be suitably closed off to prevent the ingress of soil”.

*Amend the following subclause:*

**“(g) Benching**

“The concrete topping should consist of a 1:2:3 cement, sand and 7mm stone mix by weight. The sand proportion may be varied between 1, 5 and 2, 5 to obtain ideal workability.”

*Add the following clause:*

**“B2215 SERVICE DUCTS****MATERIALS****(a) Ducts**

*Add the following:*

“Ducts for electrical services shall be UPVC “Kabelflex” 160mm dia, supplied by the Contractor. The rate tendered by the Contractor shall include for installation of draw-wires and end caps”.

**(b) Bedding**

*Add the following:*

“The provisions of Section 2200 Prefabricated Culverts (Pipes bedding) and the relevant project specification shall apply mutatis mutandis and payment shall be made under the appropriate payment clauses of Section 2200”.

**(c) Backfilling**

*Add the following:*

“The provisions of Section 2200 Prefabricated Culverts backfilling (Pipes) and the relevant project specification shall apply mutatis mutandis and payment shall be made under the appropriate payment clauses of Section 2200”.

**(d) Cable duct marker**

*Add the following:*

“Cable duct markers shall be provided as specified in Sub-clause 2215”.

**EXECUTION OF WORK****(a) Excavation of trenches**

*Add the following:*

“Trench width shall be in accordance with the provisions of section 3300: Mass Earthworks (Excavations). The minimum depth of cover over ducts shall be 600 mm from the final road level”.

**(b) Excavation of trenches at road crossings**

*Add the following:*

“The minimum depth of cover over ducts shall be 600 mm where construction traffic is liable to cross them. Road crossings shall therefore be constructed after the construction of the roadworks has reached the stage where the required cover is available”.

**(c) Bedding and compaction of bedding**

*Add the following:*

“All ducts shall be laid on a Class C bedding according to the provisions of Section 2200 Prefabricated Culverts (Pipes bedding). Backfilling shall be according to the provisions of section 3300: Mass Earthworks (Excavations).

**(d) Backfilling and compaction**

*Add the following:*

"As for the reinstatement of road crossings.

**(e) Road crossing**

*Add the following:*

"Ducts for road crossings shall be effectively sealed by means of end caps".

**(f) Position to be marked**

*Add the following:*

"The lettering height shall be at least 70 mm.

The positions of ducts shall be marked by means of incisions on top of the kerb. The dimensions of such incisions shall be at least 40 mm long, 3 mm wide and 5 mm deep and the spacing, where more than one incision is required, shall be 20 mm. Ducts for Telkom crossings and electrical crossings shall be marked with green and red painted incisions respectively.

The draw wire, as specified in Sub-clause 2215, shall be secured to a 150 x 150 x 150 mm grade 20 MPa/19 mm concrete marker, which shall be installed with a depth of cover of 50-100 mm below the top of kerb or sidewalk level".

**(g) Draw and joint boxes for Telkom cables**

*Add the following:*

"Draw and joint boxes shall be constructed strictly in accordance with the positions and details given on the plans.

**TESTING**

*Add the following:*

"The Contractor shall, for at least one out of every five road crossings, submit density tests to the Employer at his own expenses. The decision as to which road crossing densities shall be tested, rests with the Employer. The Contractor shall, if such densities fail to meet the minimum requirements, prove at his expense that all the other densities do comply with the specified minimum requirements".

**B2217 STORMWATER DUCTS, TREMIES AND OTHER CLOSED CONDUITS  
MATERIALS (Water)****(a) General**

*Add the following:*

"Where the pipe diameters are indicated on the drawings or referred to in this specification they shall be held to be nominal internal diameter unless specifically stated as outside diameter".

**(b) HDPE pipes**

*Add the following:*

"HDPE pipes and fittings shall be type IV to SABS 533. All fittings used to join HDPE pipes shall be of the compression type approved by the Employer's Agent. Take off points for erf connections shall be approved tees.

**(c) Polycop pipes and fittings**

*Add the following:*

"Polycop pipes shall be class 16 and fittings shall be brass "Conex" or approved equivalent".

**EXECUTION OF WORK****(a) Existing erf connections across roadway**

*Add the following:*

"The existing erf connections shall be identified and cut on both sides of the box cut at least 1.0m outside working space. After box cut, these removed sections will be lowered if necessary and replaced by the same type and diameter pipe".

*Add the following clause:*

**"B2218 CONSTRUCTION TOLERANCES**

The installation of prefabricated pipes, portal and rectangular culverts and ducts shall comply with the requirements stated below:

**(a) Level**

The permissible deviation from the specified level shall be  $\pm 20\text{mm}$ .

**(b) Alignment and grade**

The permissible deviation of the alignment and grade of each culvert and pipeline shall be  $\pm 20\text{mm}$  from the specified line and level, or from the line between culvert or pipe inverts at successive manholes or catch pits, as applicable, when measured over any 7m length, and all such deviations shall be gradual. Reverse falls are unacceptable."

**(c) Pipes into manholes/catchpits**

Pipes may protrude up to 300mm into a manhole/catchpit. This relaxation will only be permitted if the pipe does not have to be cut. The "dead space" formed at the end of the manhole is to be suitably benched to prevent the collection of silt and rubbish.

**(d) Record details**

The Contractor shall submit record cover and invert of manholes and catchpits levels, manhole and catchpit co-ordinates, distances between manholes and the grades of pipelines for which he requires payment, at the time he submits his monthly payment claim. A sample form is obtained from the Employer.

**B2218 MEASUREMENT AND PAYMENT**

*Add the following new items:*

Item	Unit
<b>B22.01</b> <b>Excavations</b> .....	cubic metre
(m <sup>3</sup> )	

The unit of measurement shall be cubic metre of material excavated within the specified widths over length and depths authorised by the Employer in each case.

The rates for excavation of trenches shall also cover the cost of selection as specified in 2207 Selection, as amended. The costs of drying out of material suitable for bedding will be measured elsewhere.

*Add the following new items:*

Item	Unit
<b>B22.02</b> <b>Backfilling</b> .....	cubic metre
(m <sup>3</sup> )	

The unit of measurement shall be cubic metre of material in place after compaction. The quantity shall be calculated from the leading dimensions of the backfilling as specified by the Employer's Agent.

The tender tariff shall include full compensation for backfilling under, alongside and over conduits, for watering, and for compacting the backfill material to the specified density.

Item	Unit
<b>B22.03 Concrete Portal culverts</b> .....	metre (m)

The unit of measurement for concrete Portal culverts shall be the metre of culvert laid as shown on the drawings or ordered by the Employer.

The tender rates shall include full compensation for providing, testing, loading, transporting and unloading the culverts, for providing and placing the selected granular material, where required, and for the installation, laying and joining of the culverts, as specified.

Should it be inevitable for a section to be cut off from a concrete pipe unit of standard length, the full standard length of the unit shall be measured for payment. No additional compensation for cutting and disposing of such section will be paid.

When a half-length pipe unit is required, i.e. a pipe unit of which the length is equal to half the standard length, and provided that such half-length pipe units are normally supplied by the manufacturers, the actual length of such half-length pipe unit will be measured for payment, and no additional compensation will be paid in respect of such half-length pipe unit.

Upon payment, differentiation shall be made between the various types and sizes of culverts and between the culverts placed on A, B, C and D classes of bedding.

<b>B22.12 Removing existing concrete</b> .....	cubic metre (m <sup>3</sup> )
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<b>a) Plain concrete</b> .....	cubic metre (m <sup>3</sup> )
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<b>b) Reinforced concrete</b> .....	cubic metre (m <sup>3</sup> )
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The unit of measurement shall be the cubic metre of existing concrete removed. ....

The tender rates shall include full compensation for all demolition and for loading, transporting and disposing of the products of demolition, including a free-haul of 1,0km.

Payment shall distinguish between plain and reinforced concrete. For the purposes of this item, reinforced concrete shall be defined as concrete containing at least 0.2% of steel reinforcement measured by volume.

The tendered rates shall also include full compensation for cutting straight grooves of the specified depth at joint positions where shown on the drawing.

Item	Unit
<b>B22.23 Service ducts</b> .....	metre (m)

The unit of measurement shall be metre of service duct laid.

The tendered rates shall include full compensation for procuring, providing, and laying the pipes, including end stoppers, draw wires and complete installation, but shall exclude excavation, backfilling, and encasing with concrete, which shall be measured for payment under the appropriate items of payment of this section.

Item	Unit
<b>B22.24 Duct marker blocks</b> .....	number (No)

The unit of measurement shall be the number of marker blocks installed. ....

The tendered rates shall include full compensation for manufacturing, delivering and installing the marker blocks, complete as shown on the drawing.

Item	Unit
<b>B22.26 Hand excavation to determine the position of existing services</b> ...	cubic metre (m <sup>3</sup> )



The unit of measurement shall be the cubic metre of material excavated within the lengths and widths authorised by the Employer and the depth required to expose the service. Excavation in excess of the authorised dimensions shall not be measured for payment.

The tender rates shall include full compensation for all excavation, backfilling, compacting to 90% of modified AASHT density, disposing of any surplus excavated material, keeping the excavation safe, dealing with any surface or subsurface water, taking special care to ensure that services are not damaged in any way and any other operation necessary for completing the work. The tender rate shall also include the transporting of surplus excavated material for a freehaul distance of 1.0km. Any damage to a service caused by the contractor shall be repaired at his own cost, to the satisfaction of the owner of the service and the Employer's Agent.

No distinction will be made between hard and soft material, neither will distinction be made between the various types of services to be exposed or depths to which excavations are taken.

<b>SECTION 3300:</b>	<b>MASS EARTHWORKS</b>
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### **B3301 SCOPE**

*Amend the first paragraph to read:*

"Mass earthworks shall also include drainage excavation where such excavation is classified as "cut" in terms of Clause 2102 of Section 2100: Drains."

### **B3302 MATERIALS**

#### **(a) Roadbed and cut**

*Add the following:*

"The minimum CBR of the existing subgrade layer shall be +15 at 93% of modified AASHTO density.

"The existing subgrade layer and all fill widening shall be compacted to a minimum of 93% of modified AASHTO density."

#### **(b) Fill**

*Add the following:*

"The Contractor shall obtain selected subgrade material from a source of his own choice. The unit rate tendered shall include all procurement related costs, including haulage. The material quality shall comply with that of G7 natural gravel as specified in COLTO Specifications and shall be compacted to the specified of Mod AASHTO Density".

### **B3303 CLASSIFICATION OF CUT AND BORROW EXCAVATION**

#### **(a) Classes of excavation**

*Amend the first paragraph to read as follows:*

"The Contractor may use any method he chooses to excavate any class of material but the chosen method of excavation shall not determine the classification of the excavation. The Employer will decide on the classification of the materials. In the first instance the classification will be based on inspection of the material to be excavated and on the criteria given below."

All material encountered in any excavations for any purpose including restricted excavations will be classified as follows."

1. Excavation in All Materials. This category of excavation includes; excavation in all sandy and disturbed material; excavation in Clay; excavation in undisturbed and weathered Shale (clay); Sandstone; Mudstone and excavation in rippable rock.
2. Excavation in hard rock will require blasting or rock splitting. Areas where rock splitting is required will be indicated on site by the Employer's Agent.

Extra-over payment will be made for hard rock excavation and boulder excavation class A and B provided the surface levels of the hard rock have been recorded on drawings signed by the Employer before it is excavated.

**B3305 TREATING THE ROADBED****(c) Preparation and compaction of roadbed**

*Amend the first paragraph to read as follows:*

"The roadbed shall be scarified to a depth of 200 mm, watered, shaped and compacted to 93 % of AASHTO density (100 % for sand), except where otherwise ordered by the Employer's Agent.

Where the existing subgrade material does not conform to the G8 specifications (CBR>15) as per the TRH 20, the Contractor is to notify the Employer and request approval for inclusion of a selected sub-grade layer. In this case the box floor shall be lowered by an additional 450mm, levelled and compacted with two passes of a vibratory roller".

**B3306 CUT AND BORROW****(a) Dimensions of cuts**

*Delete the third paragraph Clause 3306(a), apart from the first*

*Add replace with the following:*

"Cut and borrow to fill will be measured under item 33.01. The contractor shall take note of the nature of the earthworks alongside the existing road. No extra over item will be paid in respect to the nature of the site or due to the dimensions of a particular cutting.

**(b) The use of cut material**

*Amend the first paragraph to read as follows:*

"All movement of cut to fill and cut and spoil material shall be regarded as freehaul. In addition, all movement of topsoil, overburden soil or any other material within the boundary of the site or to a spoil site selected by the Contractor shall be regarded as freehaul.

"No payment will be allowed for overhaul. The tendered rates for all earthworks are to include haulage cost of material whether imported from commercial sources or not".

**(e) The temporary stockpiling of materials**

*Amend the first paragraph to read as follows:*

"The Contractor shall plan his activities so that materials excavated from cuttings and borrow areas can be directly transported and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Employer's Agent, and full compensation will be deemed to have been included in the rates tendered for the various payment items for the work for which the stockpiled material is to be used."

*Add the following subclause:*

**"(f) Disposal of surplus material**

"The Employer will select spoil sites during the contract. For pricing purposes contractors should allow for the full amount of overhaul. Before commencing to use a spoil site, the topsoil shall be stripped from the site and placed in temporary storage on the site for later use in top soiling the completed spoil, as referred to in the Project Specification Section 1700, Clearing and Grubbing."

**B3311 QUALITY OF MATERIALS AND WORKMANSHIP**

*Amend the first paragraph to read as follows:*

"No density shall be less than the specified minimum density for the relevant layer.

The cost of all routine testing done by the Employer's Agent, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates".

**B3312 MEASUREMENT AND PAYMENT**

Add the following new items:

Item	Unit
<b>B33.01</b>	<b>Cut and borrow to fill, including free-haul up to 1,0km.....cubic metre (m<sup>3</sup>)</b>
<b>(a)</b>	<b>Material in compacted layer thickness of 200mm and less</b>
	<b>(ii) Compacted to 93% of mod AASHTO ..... cubic metre (m<sup>3</sup>)</b>
<b>(e)</b>	<b>Pioneer layer (as specified in subclause 3307 (c)) ..... cubic metre (m<sup>3</sup>)</b>

The unit of measurement shall be cubic metres of material measured in the compacted fill.

The tendered rate shall also include full compensation for supply and installation of synthetic-fibre filter material where specified or indicated on the drawings.

Add the following items:

Item	Unit
<b>B33.04</b>	<b>Cut to spoil, including free-haul up to 1,0km. Material obtained from:.....Cubic metre (m<sup>3</sup>)</b>

The unit of measurement shall be cubic metres of material measured in its original position in cut and computed by the method of average end areas from levelled cross-section taken along the ground line after clearing and grubbing and the removal of topsoil, if any, but prior to excavating the cut, with the final specified or authorised cross section of the cut super-imposed thereon at intervals not exceeding 20m along the centre line of the road.

The tendered rate for cut to spoil shall include full compensation for excavating from the road prism and roadbed in the various classes of excavation, for loading, transporting the material for a free-haul, off-loading and disposing of the material as specified, including shaping and levelling-off any piles of spoil material.

Measurement of boulder excavation class B shall be by the volume of individual boulders being measured after removal, or, where this is considered to be impracticable, by taking the in situ volume of boulder excavation to be equivalent to 50% of the loose volume in the hauling vehicles.

Where measurement by cross-section is considered by the Employer to be impracticable, cut to spoil may be measured in the hauling vehicles, by taking the in situ volume of the material in the case of soils and gravel to be the equivalent of 70% of the loose volume in the haul vehicle, and, in the case of boulder material, as equal to 50% of the loose volume in the haul vehicle.

The payment item will also apply to the removal of unsuitable roadbed material, provided that it is stable material, and that instruction in respect of its removal be given before the excavations reach the level of the roadbed material to be removed, all as described in subclause 3305(a).

<b>B33.10</b>	<b>Roadbed preparation and the compaction of material.....cubic metre (m<sup>3</sup>)</b>
<b>(b)</b>	<b>Compaction to 93% of modified AASHTO density ..... cubic metre (m<sup>3</sup>)</b>

The unit of measurement shall be cubic metres of roadbed material prepared and compacted as specified in subclause 3305(c). The quantity shall be computed in accordance the authorised dimensions of the completed layers.

The tendered rate shall also include full compensation for shaping, scarifying, mixing of in situ and imported material if required, and preparing and compacting the material as specified.

<b>SECTION 3400</b>	<b>PAVEMENT LAYERS OF GRAVEL MATERIAL</b>
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**B3401 SCOPE**

The section covers the construction of selected layers, subbase, base and shoulders with natural gravel and/or crushed or partially crushed material and also gravel wearing courses.

**B3402 MATERIALS****(a) General**

*Add the following to the second paragraph:*

"Materials to be used for the gravel wearing course shall be Type 1 as per Table 3402/4, with the following amendments:

- Maximum target size = 53 mm
- Oversize index = 10% maximum
- Maximum permitted oversize = 63 mm."

**B3403 CONSTRUCTION****(b) Placing and compacting**

*Add the following new sub-subclause:*

"The gravel selected layer shall be 150mm thick unless shown other on the drawings."

*Add the following new sub-subclause:*

"The subbase layer shall be 150mm thick unless shown other on the drawings."

*Add the following new sub-subclause:*

"The base layer shall be 150mm thick unless shown other on the drawings."

**B3406 QUALITY OF MATERIAL AND WORKMANSHIP**

*Add the following new sub-subclause:*

"The Density measured at all test holes shall be a minimum of 98% Mod. AASHTO density for the section of layer works to be acceptable.)

- (a) **Gravel selected Layer – minimum of 93% Mod AASHTO;**
- (b) **Subbase Layer - minimum of 95% Mod AASHTO;**
- (c) **Base Layer - minimum of 98% Mod AASHTO ;**
- (d) **Gravel Layer – minimum of 95% Mod AASHTO;**

**B3407 MEASUREMENT AND PAYMENT**

*Add the following items:*

Item	Unit
<b>B34.01 Pavement layers constructed from gravel obtained from commercial sources:</b>	
<b>(a) Gravel selected layer compacted to: .....</b>	Cubic metre (m <sup>3</sup> )

The unit of measurement shall be the cubic metre of compacted pavement layer and the quantity shall be calculated from the authorized dimensions of the compacted layer.

The tendered rate shall include full compensation for procuring, as if from softs excavation or pits, breaking down, placing and compacting. 5% by volume of oversize material, and the protection and maintenance of the layer and the conducting of control tests, all as specified.

<b>SECTION 5100</b>	<b>PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION</b>
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**B5101 SCOPE**

*Amend the first the first paragraph to read:*

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

The Routine Road Maintenance Procedures Manual (RRMPM) of the Department of Roads and Public Works of the Eastern Cape describes the causes and type of defects, as well as providing a guide on how to conduct the works as indicated below.”

**B5108 MEASUREMENT AND PAYMENT:**

*Add the following new item:*

Item	Unit
<b>B51.08 Demolition of stone pitching and masonry walls</b>	
(a) Stone pitching .....	cubic metre (m <sup>3</sup> )
(b) Stone masonry walls .....	cubic metre (m <sup>3</sup> )

The unit of measurement shall be the cubic metre of stone pitching or masonry wall demolished.

The tendered rate shall include full compensation for all labour, plant and equipment required to demolish the existing structure and disposal of the demolition to an approved spoil site within a free-haul distance of 1km. For partial demolition, it shall also include for squaring out the exposed surface and preparing the existing surface for repair or to tie into new construction work.”

<b>SECTION 5200</b>	<b>GABIONS</b>
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**B5201 SCOPE**

*Add the following sentence to the first paragraph:*

“This section will also cover all activities required to maintain and repair existing gabion structures. The Routine Road Maintenance Procedures Manual (RRMPM) of the Department of Roads and Public Works of the Eastern Cape describes the causes and type of defects, as well as providing a guide on how to conduct the works as indicated below.”

Generally gabions shall be flexible galvanized steel-wire-mesh cages packed with rock.

**B5205 MEASUREMENT AND PAYMENT:**

Item	Unit
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**B52.01 Foundation trench excavation and backfilling**

- (a) In solid rock (material which required blasting)..... cubic metre (m<sup>3</sup>)
- (b) In all other classes of materialcubic metre (m<sup>3</sup>)  
.....

The unit of measurement shall be the cubic metre of each class of excavation made in accordance with authorized dimensions.

The tendered rate shall include full compensation for excavating in each class of material, including unavoidable overbreak, the trimming of trenches and compacting the trench inverts, backfilling and compacting the backfill, and the disposing of surplus excavated material, including a free-haul of 1,0km.

Item	Unit
<b>B52.02 Surface preparation for bedding the gabions.....square metre (m<sup>2</sup>)</b>	

The unit of measurement for levelling and preparing surfaces for receiving the gabions shall be the square metre to the neat dimensions of revetments, aprons or wall foundations.

The tendered rate shall include full compensation for excavating, filling any cavities with rock, and levelling the ground surface so as to be ready for receiving the gabion cages for retaining walls, aprons and revetments.

Item	Unit
<b>B52.03 Gabions</b>	

- (b) PVC-coated gabion boxes (2 x 1 x 0.5m and 1m spacing) ..... cubic metre (m<sup>3</sup>)
- (d) PVC-coated gabion mattresses (6 x 2 x 0.5m and 1m spacing) ..... cubic metre (m<sup>3</sup>)

The unit of measurement shall be the cubic metre of rock-filled cages and the quantity shall be calculated from the dimensions of the gabions indicated on the drawings or prescribed by the Employer's Agent, irrespective of any deformation or bulging of the completed gabions.

The tendered rate shall include full compensation for supplying all the materials, including rock fill, wire-mesh cages, galvanizing, PVC-coating, tying and connecting wires, loading, transporting and off-loading, the assembling and filling of the cages, and any other work necessary for constructing the gabions.

Item	Unit
<b>B52.04 Filter fabric</b>	

U14 bidim or similar.....square metre (m<sup>2</sup>)

The unit of measurement shall be the square metre of area covered with filter fabric placed in position.

The tendered rate shall include full compensation for supplying the filter fabric, cutting, and waste, placing, joining, overlapping, and securing the material in position.

*Add the following new item:*

**SECTION 5600: ROAD SIGNS****B5601 SCOPE**

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

“This Section covers the erection and maintenance of permanent road signs alongside and over the carriageway, ramps and cross roads at intersections and interchanges and at the locations indicated or directed by the Employer’s Agent. It also covers the cleaning of existing permanent road signs which faces appear dirty, faded or non-reflective as well as on the removal of illegal signs.

The Routine Road Maintenance Procedures Manual (RRMPM) of the Department of Roads and Public Works of the Eastern Cape describes the causes and type of defects, as well as providing a guide on how to conduct the works as indicated below.”

**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 Employer 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 Employer 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) Silks creening**

Silks creening 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>
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<b>B56.01</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:	
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**(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."

<b>Item</b>		<b>Unit</b>
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<b>B56.03</b>	Road sign supports	
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<b>(b)</b>	Timber (treated with tanalith) .....	metre (m)
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The unit of measurement for timber supporting structures shall be the metre of each diameter post used. Bolts and other accessories shall not be measured. Only the actual length of completed posts shall be measured. Cut-off sections shall not be measured.

The tendered rates for subitems (a) and (b) shall include full compensation for manufacturing and erecting the road, sign supports, including all bolts, screws, rivets, welding and accessories, together with the painting and galvanizing required, treatment of breakaway holes in timber supports.

<b>Item</b>		<b>Unit</b>
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<b>B56.05</b>	Excavation and backfilling for road sign supports (not applicable to kilometre posts) .....	cubic metre (m <sup>3</sup> )
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The unit of measurement shall be the cubic metre of excavation measured in place according to the neat dimensions of footings or excavations as shown on the drawings or directed by the Employer's Agent. In the case of timber posts not in concrete, the plan area of the excavated hole shall be taken as 0,15m<sup>2</sup>, irrespective of the actual size of the excavated hole

The tendered rate shall include full compensation for excavating, backfilling and compacting the backfilling material, for the disposal of all surplus excavated material, and for providing the backfill material.

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

**B5904 MEASUREMENT AND PAYMENT**

*Delete item 59.01 and replace with the following new item:*

Item	Unit
<b>"B59.01 Finishing the road and road reserve .....</b>	hectare (ha)

The unit of measurement shall be the hectare of road and/or road reserve completed as per the instruction of the Employer.

The tendered rate shall include full compensation for clearing, trimming with a motor grader to the required slope, disposing of material, tidying and all other work to be done for finishing off the road and road reserve. Separate items have been scheduled for the following categories.

The finishing of the road reserve shall be measured in the following five categories :

- 1) Where the existing cross fall of the road reserve to be trimmed has a negative slope or is between 0 degrees and 15 degrees to the horizontal
- 2) Where the existing cross fall of the road reserve to be trimmed is between 15 degrees and 30 degrees to the horizontal
- 3) Where the existing cross fall of the road reserve to be trimmed is between 30 degrees and 45 degrees to the horizontal
- 4) Where the existing cross fall of the road reserve to be trimmed is between 45 degrees and 60 degrees to the horizontal
- 5) Where the existing cross fall of the road reserve to be trimmed is between 60 degrees and 75 degrees to the horizontal

Where the existing road side slopes are of such a nature that they cannot be trimmed and finished by using a motor grader, this operation will be conducted under Section 3300".

Item	Unit
<b>"B59.02 Treatment of old roads and temporary deviations.....</b>	kilometre
(km)	

The unit of measurement shall be kilometre of old road or temporary deviation treated.

The construction of banks, dykes or open drains shall be measured and paid for under section 2100.

No payment will be made in regard to treating haul roads and construction roads, for which the contractor shall make allowance in his rate for constructing the relevant items of work for which such roads are necessary.

<b>SECTION 8100: TESTING MATERIAL AND SWORKMANSHIP</b>
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**B8101 SCOPE**

During the progress of the work tests shall be conducted on materials and workmanship to ensure compliance with the requirements of the specifications.

Certain sampling test and testing procedures not covered in other sections of the sections of the specifications by reference to the standard mentioned in clause 8102 are given in this section.

**B8117 MEASUREMENT AND PAYMENT**

Item	Unit
<b>"B81.02 Other special tests requested by the Employer .....</b>	<b>provisional sum</b>

The provisional sum provided to cover the cost of special tests as requested by the Employer in terms of clause 8115 shall be expected in accordance with the provisions of the general conditions of contract. Payments will not made for any special test should the test indicate that the specifications have not been complied with.

<b>SECTION 9300: ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION</b>
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**CONTENTS**

B9301	SCOPE
B9302	INTERPRETATIONS
B9303	DEFINITIONS AND ABBREVIATIONS
B9303	OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PROCEDURES
B9305	ROLES AND RESPONSIBILITIES
B9306	METHOD STATEMENTS
B9307	MATERIALS, PLANT AND FACILITIES
B9308	CONSTRUCTION ACTIVITIES
B9309	EMERGENCY PROCEDURES
B9310	ENVIRONMENTAL AWARENESS TRAINING
B9311	EXTERNAL AUDITING AND EVALUATION
B9312	ENVIRONMENTAL MANAGEMENT DURING DECOMMISSIONING
B9313	TOLERANCES
B9314	MEASUREMENT AND PAYMENT
B9315	WORK STOPPAGE
B9316	PENALTIES
B9317	MITIGATORY MEASURES REQUIRED BY THE DEPARTMENT OF MINERALS AND ENERGY

**B9301 SCOPE**

This Specification covers the requirements for the effective implementation of an Environmental Management Plan for controlling the impact on the environment during the road construction activities. The purpose of the Environmental Management Plan (EMP) is to help control those construction activities that can have potentially adverse environmental implications on the site and surrounding areas. In short, the EMP 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 Plan / Programme for materials sources as well as the conditions of authorisation issued by the Department of Economic Development and Environmental Affairs (DEDEA) and the Department of Minerals and Resources (DMR) respectively. It should be noted that the conditions of the DEDEA and DMR 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:

- (i) A water utilization permit for water abstraction, issued in terms of the National Water Act (Act No 36 of 1998).
- (ii) Permit 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).
- (iii) Permit for atmospheric emissions produced by an asphalt plant, issued in terms of the Atmospheric Pollution Prevention Act (Act No 45 of 1965).
- (iv) Permit for the removal or destruction of protected plants, issued in terms of the National Forestry Act (Act No 84 of 1998).

**B9302 INTERPRETATIONS****B9302.1 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 Forests Act (Act No 84 of 1998); and
- (v) Statutory requirements of the National Heritage Resources Act (Act No 25 of 1999).

**Note 1:** In the Eastern Cape Province, the ECA and NEMA fall under the authority of the Department of Economic Development and Environment Affairs (DEDEA), whilst the MPRDA falls under the authority of the Department of Minerals and Energy (DME).

**Note 2:** Environmental Management Plans (EMP's) relating to road maintenance programmes need to be authorised by the DME in accordance with the requirements of the MPRDA.

**B9302.2 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.

### **B9303 INTERPRETATIONS**

<b>DEDEA</b>	Department of Economic Development and Environmental Affairs.
<b>DWAF</b>	Department of Water Affairs and Forestry
<b>EEA</b>	External Environmental Auditor
<b>EIA</b>	Environmental Impact Assessment
<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>MSDS</b>	Material Safety Data Sheets.
<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 EMP.
<b>RE</b>	Resident Engineer.
<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 Resident Engineer.

### **B9304 OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PLAN**

The Environmental Management Plan which is in accordance with the Environmental Policy of the Employer is intended primarily as a management tool, for the guidance of the Consulting Engineers, the Contractor and his subcontractors.

The objective of the Environmental Management Plan (EMP) is to control the impacts firstly of materials, plant and facilities and secondly construction activities. The effective implementation of an EMP 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 plan contains the necessary environmental requirements to the Contractor and his staffs, including all sub-contractors and on-site workers are required to adhere to.

The Environmental Management Plan outlines structures and procedures to be implemented by the Contractor and his subcontractors to minimise and manage potential environmental impacts which the Contractor's construction activities might have on the receiving environment.

An External Environmental Auditor (EEA) will be appointed by the client 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 Client, Consulting Engineer, and Contractor and to the relevant government departments.

## **B9305 ROLES AND RESPONSIBILITIES**

### **B9305.1 Responsibilities of the Resident Engineer**

Specific to environmental management, the role of the Resident Engineer will be to ensure enforcement of the Environmental Management Plan 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 DEDEA on environmental matters as necessary.

*Responsibilities* of the Resident Engineer 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 RE 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 RE, 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.

### **B9305.2 Responsibilities of the External Environmental Auditor (EEA)**

The role of the EEA will be to monitor, review and verify the implementation of the EMP and liaise with the Resident Engineer and/or Client, and DEDEA 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 Resident Engineer 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 regular site inspections and submitting reports on the level of compliance to the EMP demonstrated by the Contractor;
- Undertaking any damage assessments with the Resident Engineer where incidents, accidents and/or serious infringements have occurred on/off site, and advising on remedial actions required; and
- Updating the EMP as and when appropriate and communicating these changes to the Resident Engineer and Contractor.

**B9305.3 Responsibilities of the Contractor**

The Contractor will be contractually required to undertake his activities in an environmentally responsible manner. The role of the Contractor will include the following, at a minimum:

- To implement the EMP (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 EMP;
- 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 EMP and to comply with the EMP;
- Submit the necessary Method Statements and plans to the Resident Engineer for approval;
- Review the ECO Reports and take cognisance of the information/recommendations made;
- Notify the Resident Engineer immediately in the event of any accidental infringements of the Environmental Specifications and ensure appropriate remedial action is taken;
- Notify the Resident Engineer 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.

**B9305.4 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 Plan.

The Environmental Representative shall liaise with the RE, the EEA and the Contractor, in order to ensure effective implementation of the Environmental Management Plan at site level. The Environmental Representative will be responsible for the practical implementation and monitoring of the Environmental Management Plan and he shall report directly to the RE 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 Plan. The Environmental Representative shall attend all regular site Works meetings for reporting, discussing and reviewing the performance of the Environmental Management Plan (which shall be a standard item on the agenda).

**B9306 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 Plan. 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 Plan. It is anticipated that in addition to assessing the systems and performance of the Environmental Management Plan, 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 RE. 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 RE.

The following Method Statements shall be submitted by the Contractor 714 days prior to the commencement:

- Layout and preparation of the construction camp;
- 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;
- Contaminated water management plan, including the containment of runoff and contaminated water;
- Dust control;
- Source of water for compaction and dust suppression;
- Method for the control of erosion during bulk earthwork operations, including erosion of spoil material;
- Methods for abstracting water from rivers or other water sources including measures to prevent pollution and sedimentation;
- Emergency spillage procedures, including hydrocarbons, and compounds to be used;
- Emergency procedures for fire;
- Method of diverting stormwater during construction; and
- Solid waste control and removal of waste from Site;

## **B9307 MATERIALS, PLANT AND FACILITIES**

### **B9307.1 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 EMP.

The Contractor shall ensure that these delivery drivers are supervised during off loading by someone with an adequate understanding of the requirements of the EMP.

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 RE’s approval, which shall not unreasonably be withheld.

### **B9307.2 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.

### **B9307.3 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 bowers.

The tanks / bowers 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 / bowers.

The bunded area shall be covered.

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 RE 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 RE 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 RE 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.

### **B9307.4 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 RE. The ratio of toilets to site staff shall not exceed 1:20, and the closest toilet shall never be further than 100m 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 RE 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) provided such a facility has been authorised and/or registered by the relevant authorities (DEDEA and DWAF) according to the NEMA EIA Regulations (Government Notice No R. 385) and the National Water Act (Act No 36 of 1998).

#### **B9307.5 Living Accommodation**

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.

#### **B9307.6 Solid waste management**

Not 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 RE has approved.

No burning of refuse is permitted.

All solid waste shall be disposed of offsite at least once weekly at an approved landfill site. The Contractor shall supply the RE with a certificate of disposal.

#### **B9307.7 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 RE immediately of any pollution incidents on Site.

The Contractor shall prevent discharge of any pollutants, such as cements, concrete, lime, chemicals and fuels into any watercourses 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.

#### **B9307.8 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 RE 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 RE 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 shall not be located in an environmentally sensitive area. The site shall be located >100m from a watercourse / wetland.

All water requiring discharge, including wastewater from kitchen and ablution facilities, should be led to soak pits or discharged in a manner approved by the RE. 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.

#### **B9307.9 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.

#### **B9307.10 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 RE prior to commencing activities.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the RE'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.

#### **B9307.11 Drinking and construction water**

Water for drinking and construction purposes should be obtained from local reticulation works, or an approved source. Unless approved by the local authority and by DWAF, 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.

## **B9308 CONSTRUCTION ACTIVITIES**

### **B9308.1 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:

- Working areas are those areas required by the Contractor to undertake the works and as approved by the RE. These areas include the area of works, borrow areas and haul roads between the working sites 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.
- “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 RE. Such fences shall, if so specified, be erected before undertaking designated activities.

Within the overall working area, the RE shall designate specific areas for the following:

- Site Camp.
- Stockpiling and storage of construction materials.
- Stockpiling of topsoil for rehabilitation purposes.
- Spoiling of cleared vegetation (alien / invasive species).
- Sites for spoil materials.

### **B9308.2 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:

- No plant species may be removed unless agreed by the EEA or unless they are listed as alien invasive species.
- 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.
- No construction staff may have access to indigenous vegetation outside of the working corridor.
- The use of indigenous plants as firewood is prohibited.
- 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 DEDEA, Eastern Cape.
- All fauna (including domestic livestock) within and surrounding the site shall be protected; they shall not be caught, poisoned, trapped, snared or killed.
- No domestic animals shall be brought onto the site.

### **B9308.3 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.

All archaeological sites identified in the environmental scoping must be demarcated with danger tape and placed out of bounds. Should disturbance of these sites be unavoidable, then an application must be made to the South African Heritage Resource Agency (SAHRA) via a qualified archaeologist.

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.

#### **B9308.4 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 RE.

Any features affected by the Contractor in contravention of this clause shall be restored/rehabilitated to the satisfaction of the RE.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

#### **B9308.5 Aesthetics**

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

#### **B9308.6 Conservation and Stockpiling Of Topsoil**

Topsoil shall be removed from the following areas no longer than 10 days before construction begins:

- 4.25. All areas to be excavated;
- Areas to be occupied by roads, including the temporary haulage road;
  - Areas for the storage of fuels;
  - Areas to be used for batching / mixing of concrete;
  - Areas for stockpiling of construction materials;
  - Areas for stockpiling of crushed rock; and
  - 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, subsoils etc) and erosion of the topsoil stockpiles must be prevented.

#### **B9308.7 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 RE.

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 RE 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.

#### **B9308.8 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:

- Immediately report and manage any leakage or spillage with appropriate spill contingency equipment and measures.
- All fuels, oils, lubricants and other petrochemical products must not be stored within 100 meters of any wetlands and rivers.
- 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).
- 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.
- 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.
- 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.
- Refueling activities should not be conducted where runoff could carry contaminants into drainage pathways (including stormwater drains/trenches and sewers).
- 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.
- 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. .

**B9308.9 Stockpiling / Spoiling of Materials**

The RE 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, wetland or water course.

The Contractor, upon completion of the project shall reinstate areas used for stockpiling to their former states.

**B9308.10 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 RE.

The area used for the storage of bitumen drums/products shall comply with the following:

- The floor shall be smooth and impermeable (concrete or thick plastic covered in sand).
- The floor shall be bunded and sloped towards a sump to contain any spillages of substances.
- The bund shall be inspected and emptied daily, and serviced when necessary.
- 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 RE 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 RE.

**B9308.11 Cement and Concrete Batching**

The permitted location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) will be indicated by the RE. The concrete/cement batching plant shall be kept neat and clean at all times.

The batch plant should not be located closer than 100m from any water course or wetland and not below the 1:100yr 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 RE.

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.

#### **B9308.12 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.

#### **B9308.13 Noise Control**

The Contractor shall limit noise levels (e.g. install and maintain silencers on machinery). The Contractor's attention is drawn to the applicable regulations framed under the Machinery and Occupational Safety Act, 1983 (Act No. 6 of 1983), as well as the requirements of the Occupational Health and Safety Specification which forms part of these documents.

All activities with high noise level should be restricted to daylight hours in the residential areas and in the proximity of villages.

The contractor must discuss the timing of noise generating activities with the staff of schools located close to the road. Appropriate times for construction should be agreed to by both parties.

The contractor shall inform the residents of any high noise events such as blasting.

Contractor's camps should be located away from tourist operations and quiet rural villages.

Crushing plants should be located as far as practical from residences, schools and social facilities.

#### **B9308.14 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 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 60 km/hr.

#### **B9308.15 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.

The Contractor shall comply with all the applicable local, regional and national by-laws with regard to road safety and transport. He shall instruct his drivers and plant operators that vehicles will be expected to comply with all road ordinances, such as speed limits, roadworthiness, load securing / covering.



Where sections of the road are closed for construction, barricades shall be constructed to prevent unauthorised access at all times. Suitable signage should be erected informing drivers of the road closure and warning of the possible dangers involved in trespassing within the closed areas.

Where the road is to be closed for extended period of time for the purpose of blasting, communities and motorists must be given suitable prior warning through signposting, media notices etc. The safety of motorists should remain paramount at all times.

The Contractor shall keep the local Traffic Control department (Traffic Police) aware of road closure and other activities that will affect traffic flow.

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.

#### **B9308.16 Fire Prevention and Control**

The Contractor shall take all the necessary precautions to ensure that fires are not started as a consequence of his activities on Site. The Contractor, subcontractors and all employees are expected to be conscious of fire risks. The Contractor shall hold fire prevention talks with his staff to create an awareness of the risks of fire. Regular reminders to his staff on this issue are required.

Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

No fires may be made other than for the purpose of cooking, and must be extinguished with water once they have served their purpose. Cooking fires shall be contained in a fire drum, in an area approved by the RE.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall forward the name of the Fire Officer to the RE for his approval.

The Contractor shall ensure that there is adequate fire-fighting equipment (i.e. fire extinguishers and fire beaters) on Site and in all major working areas.

The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires and for costs involved in rehabilitation of burnt areas / property / persons, should the fire be the result of the Contractor's activities on Site.

Removed plant material shall not be dumped across the fence-line or along the fence-line onto private property. If an abutting land owner requests this the Client must be indemnified.

#### **B9308.17 Blasting**

All blasting is to be done in terms of the Minerals and Petroleum Resources Development Act (Act 28 of 2002) and the Mine Health and Safety Act (Act 29 of 1996).

The Contractor shall notify nearby residents and erect appropriate signage, warning of the event, 14 days in advance any blasting. The Contractor is responsible for any accidental damages to persons or property as a result of blasting.

Prior to blasting, the Contractor shall notify the relevant occupants of surrounding land and address any concerns. The Contractor shall notify emergency services, in writing, a minimum of 24 hours prior to any blasting activities commencing on Site.

A crack survey, including photographs, shall be undertaken of all existing structures within a distance of the blasting site specified by the RE. The survey shall be undertaken prior to any blasting activities in order to establish the baseline conditions, and following blasting or on receiving any complaints from the community. Structural damage to houses which has resulted from blasting must be repaired at the expense of the contractor.

The Contractor shall prevent damage to special features and the general environment, which includes the removal of fly-rock. Damage caused by blasting/drilling shall be repaired to the satisfaction of the RE.

#### **B9308.18 Bridges and Culverts**

The Contractor shall minimise the extent of any damage to the flood plain to that necessary to complete the works, and shall not pollute the river systems as result of construction activities. No construction materials shall be stockpiled on the flood plain.

The Contractor shall not divert, dam or modify any watercourse or stream without the approval of the RE and DWAF.

The existing culvert bridge must be removed as soon as the new bridge has been completed and opened to traffic. Rehabilitation of the disturbed areas must be carried out in consultation with Working for Water.

Bridge construction and culvert installation should, where possible, be planned to take place during periods when stream flow is low.

Avoid operating machinery in waterbodies. Excavation for a bridge or a large culvert should not be performed in flowing water. The water should be diverted around the work site during construction with a cofferdam or stream diversion. Any diversion of a stream requires a separate investigation and an approval from the Department of Water Affairs and Forestry.

Avoid channel changes and protect the embankments of streams and rivers.

#### **B9308.19 Water Abstraction**

Water for construction purpose may be abstracted from rivers or other small streams crossing the road. The required permits must be obtained from the Department of Water Affairs and Forestry. The Contractor shall abstract this water from a temporary sump constructed adjacent to the river.

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.

#### **B9308.20 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 RE.

#### **B9308.21 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 Client, other than that allowed for in the Schedule of Rates.

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 Client.

The Contractor shall provide the EEA and RE with a comprehensive plan for rehabilitation of the entire site. This plan must meet the approval of the EEA and RE. The following points must be taken into account when drawing up the Rehabilitation Plan:

- The Plan should be flexible – where measures are found to be inefficient, the plan shall be modified, at no additional cost to the Client.
- 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.
- 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.
- The growth of alien invasive plant species shall be monitored during the 12 month period following construction.
- The Plan shall include grass seed mixes applicable to summer and winter.
- The Plan shall include suitable fertilisers and application rates.
- Successful re-vegetation means  $\geq 80\%$  of the seeded area is covered with grass / groundcover.
- Where there is insufficient topsoil to cover an area to specified depth, the Contractor shall import suitable topsoil at no cost to the Client.
- 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.

#### **B9308.22 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.

#### **B9308.23 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 RE.

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.

#### **B9308.24 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 RE.

The Contractor shall take measures to reduce disruption to users of the area abutting the Site.

#### **B9308.25 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 RE.

#### **B9308.26 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.

#### **B9308.27 Staff Safety and Education**

All staff shall be given an induction course before beginning work on the site. Part of the induction course will be to make the staff aware of the potential dangers of the road construction activities.

The Contractor must maintain a suitable First Aid Kit at the site office and will have a list of the emergency service contact numbers readily available.

Telephone numbers of emergency services, including the local fire fighting service and HAZMAT, shall be posted conspicuously in the Contractor's office near the telephone.

No authorised firearms are permitted on Site.

#### **B9309 EMERGENCY PROCEDURES**

The Contractor's procedures for the following emergencies shall include:

##### **B9309.1 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.

##### **B9309.2 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 RE 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 RE.

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 RE 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 clean up procedure is critical to prevent contamination.

#### **B9310 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 RE 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 Contractor's 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 RE 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 RE and should contain the following symbols:

- At working areas: Use drip trays, use toilets, no eating, no littering, no swimming, no picking of flowers, no dogs, no veld fires.
- At eating areas: Use toilets, no littering, no veld fires.

#### **B9311 EXTERNAL AUDITING AND EVALUATION**

In order to ensure that the Environmental Management Plan is effectively implemented, it is important that regular external audits of the Environmental Management Plan are conducted. An External Environmental Auditor (EEA) will be appointed by the client to undertake these audits. The RE 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.

#### **B9312 ENVIRONMENTAL MANAGEMENT DURING DECOMMISSIONING**

Environmental Management associated with the decommissioning of this project will ensure that the following items are addressed at closure and during the defects liability period:

- All cleared sites are rehabilitated with indigenous grass material with a cover of at least 80%.
- All visible alien plants are removed from disturbed sites.
- All recyclable rubble and waste, for example, scrap metal, bottles, cans and plastics are collected and disposed of through a registered recycling company.
- All non-recyclable rubble and solid waste be collected and disposed of at a registered waste disposal facility.
- Provision has been made for stormwater control to prevent erosion from taking place post construction.
- All borrow pits and quarries shall conform to the designed closure specifications, including drainage, slope stability, top-soiling and grass planting.
- Certificates of final completion as required by the appropriate EMPR shall be obtained for all borrow pits and quarries

**B9313 TOLERANCES**

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis.

**B9314 MEASUREMENT AND PAYMENT**

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this Section B9300 of the Scope of Works. All costs so incurred shall, save and except to the extent provided for in the Bill of Quantities under SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS, be deemed to be included in the rates tendered for the various items of work listed in the Bill of Quantities.

The financial guarantee for the rehabilitation of land disturbed by quarrying as per the approved EMP will be returned upon the granting of a Closure Certificate by the DME. This Closure Certificate will comply with the terms of the MPRDA.

<b>Item</b>	<b>Unit</b>
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**B93.01 Environmental Auditing**

(a) External Environmental Auditing cost ..... provisional sum

(b) Handling costs, profits and all other charges in respect of Item 93.01 (a) .....percentage (%)

"A provisional sum is provided for the cost environmental auditing, which shall include the remuneration of an External Environmental Auditor (EEA). The EEA will be required on a full-time basis and this provisional sum shall be expended as approved by the Employer's Agent.

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

**B9315 WORK STOPPAGE**

The RE 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 EMP will entitle the Resident RE to certify work stoppage subject to the details set out.

The Resident Engineer shall be the judge as to what constitutes a transgression subject to the provisions of the General Conditions of Contract. In the event that transgressions continue, the Contractor's attention is drawn to the provisions of the General Conditions of Contract, under which the Contract Supervisor and/or Client 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 Resident Engineer.

Lists of incidents that may lead to work stoppage are indicated below – this list is not exhaustive.

- Failure to submit Method Statements timeously.
- Failure to stockpile topsoil properly or materials in designated areas.
- Inappropriate use of adjacent watercourses and water bodies.
- Pollution of water bodies – including increased sediment loads.
- Failure to maintain basic safety measures on site.
- Animal poaching (wildlife or domestic).

- Failure to provide waste disposal facilities or services.
- Excess dust or excess noise levels emanating from the Contractor's Camp and construction areas.
- Any person, vehicle, plant or item related to the Contractor's activities causing a public nuisance.
- Failure to carry out liaison with adjacent landowners; causing damage to property without prior negotiation and/or compensation and/or causing other social infringements.
- 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.

#### **B9316 PENALTIES**

The imposition of penalties will be at the discretion of the Client.

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.

Payment of any penalty in terms of the contract shall not absolve the Contractor from being liable from prosecution in terms of the any appropriate law.

#### **B9317 MITIGATORY MEASURES REQUIRED BY THE DEPARTMENT OF MINERALS AND ENERGY**

##### **Mitigatory Measures**

The mitigatory measures in the EMP are to manage potential environmental impacts arising due to the construction activities as well as the activities of the construction staff. These mitigating measures are to be read in conjunction with the mitigating measures and recommendations contained in the approved EMP, including any additional recommendations contained in the Record of Decision (ROD) from the DME.

##### **1. Responsibilities**

(a) The Contractor (through the Site Engineer) will:

- (i) be held responsible for the implementation of these mitigatory measures,
- (ii) Identify the need and be responsible for the implementation of an environmental awareness training programme for the construction staff,
- (iii) supply on request a "Method Statement," which will indicate the procedures to be applied in order to meet the requirements of any aspect of these mitigatory measures,
- (iv) ensure that any problems identified during environmental audits or inspections, are addressed and rectified as soon as reasonably possible.

##### **2. Mitigatory Actions**

- 2.1 Should it be necessary to store materials and equipment on site for short periods, only previously disturbed areas above the 20-year flood level should be used for this purpose.
- 2.2 Any construction camp set up should be clearly demarcated and secured against theft or vandalism and any toxic materials (cement, oil, petrol, diesel, etc) should be very strictly controlled and secured. Such a construction camp should be above the 50-year flood level and should be completely rehabilitated on completion of construction activities.
- 2.3 All damaged areas in the riparian zones resulting from construction operations, should be rehabilitated to prevent erosion and undermining of the riverbank.
- 2.4 All "surplus" soil and rock excavated during construction should be removed from the water course.

- 2.5 No concrete shall be mixed on the soil surface, all concrete mixers to be placed on trays, and precautions to be taken against contamination of the soil through spillage of pre-mixed concrete.
  - 2.6 Precautions are to be taken against oil spillage from heavy equipment such as compressors and generators, e.g. through the use of sand or sawdust filled drip trays. All contaminated material (including soil) to be disposed of at a registered waste site.
  - 2.7 Adequate toilet facilities (e.g. chemical toilet) shall be provided for workers on site, and all ablutions are to take place in these facilities.
  - 2.8 Scavenger-proof litter containers shall be provided on site and strict control over littering enforced.
  - 2.9 All waste material, including excess construction material, litter and sewerage, shall be regularly removed from site and disposed of at a registered waste facility.
  - 2.10 Strict precautions shall be taken when making open fires.
  - 2.11 No wild animals shall be disturbed unnecessarily in any way.
3. These mitigating measures are to be read in conjunction with the mitigating measures and recommendations contained in the approved EMP, including any additional recommendations contained in the Record of Decision (ROD) from the DME.

<b>SECTION 9400: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS</b>
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## **1. INTRODUCTION**

### **1.1 LIST OF ABBREVIATIONS**

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
DRPW	Department of Roads and Public Works of the Eastern Cape Provincial Government
DME	Department of Mineral and Energy
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
MH&SA	Mine Health and Safety Act No. 29 of 1996 (as amended)
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
ER	Employer's Agent's Representative
RHCS	Regulations for Hazardous Chemical Substances
SANS	South African National Standards (Authority)
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure



## 1.2 DEFINITIONS

The definitions used will be those set out in the Regulation Gazette No 7721 of 18 July 2003 with the following additions:

**Client:** The Head of Department, Department of Roads and Public Works for the Province of the Eastern Cape.

**DRPW:** The Head of Department, Department of Roads and Public Works for the Province of the Eastern Cape.

**Designer:** Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf.

**Employer's Agent:** Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.

**Hazard:** Source of exposure to danger

### **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 operation phases.

### **Health and Safety Agent:**

Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

### **Health and Safety Plan:**

Means a documented plan which answers to the Project Specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.

### **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.

**Risk:** Means the probability or likelihood that a hazard can result in injury or damage.

### **Regulation/s:**

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

**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 Employer's Agent.

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

## 1.3 KEY ROLEPLAYERS

**Client Representatives:** \_\_\_\_\_ (Construction)  
**EMP** \_\_\_\_\_ (Environmental Officer)

**Employer's Agent:** N/A  
**Employers Representative:**  
**H&S Agent:**

## 1.4 KEY REFERENCES

Occupational Health and Safety Act No. 85 of 2003 and Regulations (as amended)  
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)  
National Disaster Management Act No 57 of 2002 and COVID-19 Regulations  
Department of Employment and Labour: COVID-19 Regulations  
World Health Organisation(WHO)  
National Institute For communicable Diseases (NICD) (South Africa)  
Centre of Disease Control and Prevention(CDC)

## 2 PREAMBLES

The Department of Roads and Public Works (DRPW) is tasked to provide infrastructure within the Eastern Cape including the construction of roads and civil structures.

Each year fatalities and serious injuries mar the reputation of the Construction Industry. The DRPW 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 H&S of DRPW stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the Department 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.

The DRPW, as the Client and its Health and Safety (H&S) Agent acting on its behalf, shall provide a project specific Health & Safety Specification (PSHSS) for the project and provide it to the Principal Contractor/s making a bid or appointed to perform construction work for the project, or parts thereof.

### 2.1 PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)

The OHSS is a performance specification to ensure that the Client (DRPW) and any bodies that enter into formal agreements with the Client, i.e. Employers, Principal Contractors (PC) and Contractors, achieve an acceptable level of OHS performance. The Client has a zero tolerance to non-compliance and the endangering of the lives of workers, and the public, thereby being placed at risk.

No advice, approval of any document required by the OHSS (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 and must sign an OHSA S.37.2 mandatory agreement with the Client.

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

## 3 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor, and must be complied with. Failure to do so will be noted as a serious offense, and will result in a penalty, stoppage of part of, or the whole works, with no extension of time or allowable claims; this includes the submission of an approved health and safety plan.

This specification 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, are to be taken into account when developing the H&S plan and associated documentation. The detailed design risk assessment is included, as is a summary of risks identified as attached.

The OHSA S.37.2 Mandatory Agreement found in the Tender Document must be fully completed by the PC. These documents shall be deemed to form part of the returnable Contact Documents.

No work may commence without written approval of the H&S plan by the H&S Agent. Failure to comply with this requirement will result in a penalty, stoppage of part of, or the whole works, with no extension of time or allowable claims.

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 for approval. Further to this, the PC must ensure that a similar system must be implemented between all their Contractors.

The H&S Agent will visit the project at least monthly, or more frequently if deemed necessary to ensure compliance. All activities on the site and all appropriate documentation will be monitored and reported on to the Client, and Contractor. Non-conformances will be issued and penalties or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Employer.

#### **4 REQUIREMENTS AT TENDER STAGE**

Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

Adequate pricing for H&S is also required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.

The PC shall ensure the following information is submitted as part of the H&S plan with his completed Tender:

- A project specific H&S Plan in line with this project specification which will be subject to approval by the H&S Agent. This must include all supporting documentation as required to verify the H&S system;
- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- A valid Letter of Good Standing;
- At least one copy of minutes of previous Occupational Health and Safety Committee meetings;
- Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer;
- Claims ratio receipt from FEM or the Compensation Commissioner for the previous review period and
- Detailed technical method statements for approval by the ER and appropriate risk assessments and safe work procedures for approval by the H&S Agent:
  - Site establishment;

- Clearing and grubbing;
- Opening and establishing quarries and borrow pits;
- Haul road construction, and
- Construction of the site laboratory, offices and accommodation.

Further method statements are to be submitted prior to, and during the project will require the approval of the ER before work on that aspect or activity can commence.

#### PRE-START UP ACTIVITIES:

Once the H&S plan has been approved there may well be additional documents that include appointments, emergency arrangements or further method statements and risk assessments. The inclusion of such aspects for personnel or Contractors commencing work at this time is required to be approved and verified by the Employer and H&S Agent.

## 5. Specific Project Risks and Requirements

The aspects covered in Sections 6.4 to 6.7 have been noted as risk areas in the design hazard identification and risk assessment (HIRA), and are to be noted when developing the H&S plan and associated documentation. The COLTO Standard Specification (among other) document was used to develop the HIRA, and the same reference format is used. Where particular risks are noted, further requirements may be specified. Identification of low or medium risks does not mean there is no risk involved. In depth HIRAs and management systems are required to limit as much risk as possible as required in OHSA. Requirements for H&S systems, standards, PPE etc. are noted (but are not limited to), and the management thereof should be included in the documentation.

Technical method statements are to be developed for all key activities as they relate to the programme and approved by the ER. HIRA are to be developed using the approved method statements. Method statements are to incorporate the following information: plant, equipment, labour requirements, and the duration of each activity.

H&S method statements and safe work procedures (SWPs) (or safe operating procedures (SOPs)) are to be used by key site staff for daily activities and supervisors to ensure the site, workers and the public are kept safe. The environmental issues may be included, but will need to be approved by the Environmental Consulting Officer (ECO).

## 6 GENERAL REQUIREMENTS

### 6.1 Summary of Risks identified during Design

#### 6.1.1 General Requirements and Provisions (Series 1000)

Information in this series cover the start-up aspects of the project, with a number of the activities (excluding establishment) lasting the duration of the contract.

- Telkom and Eskom overhead lines are present, however they will remove their own services where they encroach on the construction;
- River water is to be treated as contaminated and is not suitable for drinking. Suitable drinking water will need to be made available to those accommodated at site camps and for workers along the route;
- The traffic accommodation will require special management, despite the levels of traffic being relatively low. Work will be done in 24 hour closures in half widths. Competent traffic safety officer (TSOs) and staff to be appointed. Drawings from the SARTSM will be provided by the Consultant and must be used as the daily registers. The TSO is to ensure all work is managed by the appropriate drawing. The aspects as detailed in the tender document under Section 1500 will be strictly applied;
- Heavy plant requires competent, fit operators and kept in good working order. Daily records of all plant to be available;
- Clearing and grubbing of all areas will mostly be done by hand.

**6.1.2 Drainage (Series 2000)**

Drainage structures affect the entire project, and include all the excavations, some formwork and support work. All designs must be approved by a competent person, and managed by a competent supervisor. Many of these activities are LI, and therefore the ergonomic risks have been identified. Attention to the rotation of workers when doing LI activities is required.

- Drawings for all structures will be provided. Most structures will be built using LI methods,
- Chutes, v-drains, catch-pits and manholes will be required, and ergonomic issues are to be taken into consideration. Where SMME's or other contractors are used, the appropriate procedures as required are expected to be followed.

**6.1.3 Earthworks and Pavement Layers of Gravel or Crushed Stone (Series 3000)**

- All material will be considered as silica containing and require compliance with Government Gazette No. 66 (Feb 2010, No. 32930) is required. Items have been allowed in the BoQ for measuring dust and personal dosimetry for the duration of the contract. Dust levels are to be kept to a minimum from the borrows, and relating to haulage. The appropriate PPE is to be issued and the wearing thereof enforced where required, and
- Stockpiling of material for storage or spoil will be allowed in identified areas.

**6.1.4 Asphalt Pavements and Seals (Series 4000)****6.1.5 Ancillary Roadworks (Series 5000)**

Most ancillary work will be done using the LI method. Where SMMEs are used, full compliance with the DRPW requirements is required.

- Gabion baskets will require placement and filling by hand. Neon green double dipped PVC gloves have been identified as the most appropriate for this task. Use of these or similar is recommended;
- Guardrails will be required along the route. Pre-treated creosote, cut and drilled timber posts and Armco barriers have been specified;
- Fencing and installation of gates will be required along both sides of the route. Existing fencing may be repaired;
- Road signs may be removed and replaced. Pre-cut and drilled poles have been specified. and
- Finishing of road reserves, clearing of drains, other stormwater structures will be required to ensure adequate water drainage.

**B9405.1 6 Sundry Structures (Series 7000)**

Concrete pavement and concrete block paving structures will affect the entire project, and include all the inter alia, specifications for materials, furnishing, placing and compacting of concrete, applying the surface texture, and the constructing of joints. All designs must be approved by a competent person, and managed by a competent supervisor. Many of these activities are LI, and therefore the ergonomic risks have been identified. Attention to the rotation of workers when doing LI activities is required.

- Drawings for all structures will be provided. Most structures will be built using LI methods,
- Concrete pavements and paving blocks will be required, and ergonomic issues are to be taken into consideration. Where SMME's or other contractors are used, the appropriate procedures as required are expected to be followed, and some hazards as per table on section 6.1.7

### 6.1.7 Specified Hazardous Chemical Substances

The following lists of products or type of substance are what have been identified as likely to be used on the project. Where the PC is likely to supply the product as the product has not been specified, safer alternatives should be considered. Medical surveillance will be required for those

PRODUCT	POTENTIAL HEALTH OR OTHER RISKS
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.
Prime: MC 30	Required for surfacing preparation. Dangerous fumes. Burns, gas bottle explosion, fire
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)
Bitumen (tack coat) (hot road grade) will be used in sprays and in various grades	Burns, gas explosion from gas bottles, fire. May be stored on site. Heavy hydrocarbons, skin, respiratory irritant. Possible carcinogen, central nervous system and could affect the liver
35% and 65% spray grade emulsions and 65% cationic stable-grade emulsions	Mainly an irritant to skin and respiratory system. Although mostly cold mix, heavy hydrocarbons (volatiles) are present. Possible carcinogen, central nervous system and could affect the liver
Penetration Grade Bitumen: 80/100	Mixture of heavy hydrocarbons, aromatics, saturates and resins. An irritant to skin and respiratory system. Possible carcinogen, central nervous system and could affect the liver
Retro-reflective Road paint	High levels of volatiles, Products have narcotic effect
Lime	Dust, eye and respiratory irritation
Petrol/diesel/lubricants	Storage tanks/bowlers 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 MSDSs and appropriate protection measures
Epoxies and epoxy resins	Type not specified, but will be used. Principal Contractor to ensure use of MSDSs and appropriate protection measures
Coatings	Type not specified, but will be used. Principal Contractor to ensure use of MSDSs and appropriate protection measures
Grouts	Will be determined by the Principal Contractor; various grouts will be required, cementations or other, may contain silica (crystalline - quartz), hexavalent chromium, respiratory, skin and eye irritant

## **7. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

The PC shall notify the Provincial Director of the Department of Labour (DoL) in writing, in the form of the Annexure A in the CRs. This shall occur after award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided. Work will not commence without the notification being correctly completed and signed by the Client. The Notification shall only be signed by the Client following the approval in writing by the H&S Agent.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure A in the CRs must be submitted to the Department of Labour. It is preferable that the completion date includes the defect liability period. A copy of the notification form and any further submissions must be kept in the H&S file.

## **8. HEALTH AND SAFETY PLAN FRAMEWORK**

The aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing a H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan, as they have been identified in the design HIRA, as playing a role in reducing the overall risk of a particular activity, or section of the project. The H&S Agent may from time to time request additions or systems as they relate to the works at the time. The PC must include in his Health and Safety file an organogram showing all appointments and responsibilities on site.

The PC is to prepare one or more site layout drawings to indicate at least the following:

- positions of emergency personnel and equipment at the site camp, or each fixed working area;
- traffic routes for plant and pedestrians, parking;
- storage areas (flammable stores, materials etc.)

Such drawings could be the same as those required by the ECO. Such layouts are to be updated regularly throughout the project.

### **8.1 APPOINTMENT OF COMPETENT SITE PERSONNEL**

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the H&S Officer.

The Occupational Health and Safety Plan shall include the following, but not be limited to the following key appointments:

#### **8.1.1 Construction Supervision**

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of basic training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Multiple competent supervisors may be appointed where justified by the scope and complexity of the works. Curriculum Vitae (CVs) are to be submitted for approval by the Agent, and/or Client. Each supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

### 8.1.2 Construction Health and Safety Officer

The PC will employ at least one competent, full-time H&S Officer for the duration of the contract. The H&S Officer's CV is to be submitted for approval by the H&S Agent, preferably at pre-tender phase. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include SAMTRAC or similar, with a minimum of two years exposure to Civil Engineering Construction.

The H&S Officer will be held responsible for all H&S on the project. Senior site staff and supervision, Contractors are to follow systems, instructions etc, at all times. No new workers or Contractors may commence work without approval or following the H&S plan as submitted. Failure to do so will be considered a serious offence.

The H&S Officer shall not be the same person as the Traffic Safety Officer, but will be responsible for ensuring that daily traffic management is adequately managed for all teams.

A close out meeting will be held at the end of each formal audit by the H&S Agent and findings will be issued in the form of site instructions. Senior site staff will attend the close out meeting.

A monthly report 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 H&S Agent and the H&S Officer. The H&S Officer will be responsible for collating the H&S documentation (electronically) at the close out of the project. A list of the typical aspects that should be provided is available as **Annexure C** to this document.

### 8.1.3 Traffic Safety Officer (TSO)

The PC is to appoint a competent TSO. The TSO shall be responsible to the H&S Officer. The CV of the TSO is to be submitted to the Employer and H&S Agent for approval. Attention is drawn to the provisions of Section 1500 of the COLTO specifications as given in the Contract Data and Scope of Work. Furthermore, no workers will be allowed to be transported in open vehicles, or with plant and materials.

Traffic accommodation drawings will be provided by the Employer's Agent, and any changes suggested or required are to be discussed and approved by the Employer's Agent. 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 Employer and/or H&S agent. Additional care must be taken where workers and construction traffic interface. This should be in the form of flagmen to direct trucks and adequate signage as directed by the Employer's Agent.

A system of recording daily traffic accommodation is to be provided. Photographs are to be taken following the placement of the accommodation to prove compliance. All daily records must be signed by the ER.

It must be noted that further penalties are specified for non-compliances in this PSHSS.

## 8.2 Health and Safety Representatives and Committee

H&S Representatives are to be appointed following the start up of the project. 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 H&S Officer 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 H&S Officer shall ensure 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 H&S Agent 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. Failure to do so will be deemed to be a moderate offence.

### **8.3 APPOINTMENT OF COMPETENT CONTRACTORS**

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. An index 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 H&S Officer 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 Mandatory agreements between parties in place.

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 H&S Officer is to ensure the level of H&S documentation is appropriate:

- Mandatory agreements in place
- Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:

4.26. Load testing and registers for cranes or lifting devices

4.27. Medical certificates of fitness

4.28. Safety data sheets (SDSs)

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped and penalties implemented

## **9. GENERAL RISK MANAGEMENT**

### **9.1 Health Risks and Medical Surveillance**

The specified products have been listed above. As some products have not been identified, the PC is to ensure the H&S Officer and all supervision is responsible for ensuring the safe use of such products, and their inclusion into method statements and risk assessments. The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works.

Due to the LI component, ergonomic risks are to be noted and as such all workers (including those of Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, volatiles and vibration (whole body and upper body) due to the type of plant, materials specified and the general nature of the works. Silica and general

environmental monitoring for the general construction, as well as works at borrow pit and the quarry have been allowed for in the BoQ, as well as the allowance for medical surveillance.

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance. The use of occupational risk exposure profiling (OREPS) and job descriptions are to be used to determine specific exposures for management.

Medical surveillance will commence at pre-employment. All workers (including 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. Arrangements for keeping medical records for the required time are to be noted. It is preferable that the PC has a medical surveillance plan. Full medical records are not to be placed in the H&S file. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed.

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

- Lack of COVID-19 Testing
- Un-availability of hand sanitizer
- Use of PPE without disinfecting
- Inadequate monitoring/ availability of Full time CHSO on site
- Inadequate implementation of social distancing
- 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.

Failure to do so will be considered a serious offence and a fine of R500 per labourer who has not undergone medical screening is payable for each week worked by that labourer.

### **9.1.1 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). Findings are to be discussed at the H&S Committee and H&S Representatives and Supervisors are to ensure that noise zones identified and wearing of PPE in them is enforced. All plant brought in by plant hire companies is to be compliant with the Noise Induced Hearing Loss Regulations.

Audiometric testing of all workers is to be included in the medical surveillance programme. Double audiometric testing at pre-employment and single tests thereafter is required. These should be repeated annually and as part of the exit medical. Audiometry records are to be available in the H&S file.

Suitable SANS approved hearing protective equipment shall be issued and worn. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone.

Failure to do so will be considered a serious offence.

### **9.1.2 General Environmental Conditions**

Compliance with the Environmental Regulations (as amended), among other is required. Environmental monitoring of ventilation, lighting and dusts may be deemed to be required by the Approved Inspection Authority used to measure the environment. Copies of the relevant reports and actions taken in respect thereof are to be placed in the H&S file.

## **9.2 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 H&S Agents 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 may be adapted should new information or risks are 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 local service providers where possible such arrangements should be made with these persons prior to the commencement of the project.

The contents of such plan must include:

A list of telephone numbers for the client, the client's health and safety agent, the C.E.O of the contractor, site management and emergency personnel such as first aiders and fire-fighting teams if required.

It must also include local emergency services telephone numbers.

### **9.2.1 First Aiders and First Aid Equipment**

Competent, trained First Aiders are to be formally appointed for the project with at least one level 3 first aider assigned to each team. 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 of manage the type of emergencies identified. It is suggested that all supervisors carry an appropriately stocked first aid kit in their vehicles at all times.

### **9.2.2 Fires and Emergency Management**

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

Fire extinguishers will 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, should be fitted with an appropriate fire extinguisher.

### **9.2.3 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 Employer and H&S Agent 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 monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

### **B9.3 Personal Protective Equipment (PPE) and Clothing**

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

- Hand sanitizer
- Dust masks
- Heat gun or Thermometer
- Protective footwear;
- Reflective vests and overalls;
- Eye and ear protection, and
- any other necessary PPE identified from MSDSs or risk assessments.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the H&S plan for approval.

Any person found on site without the necessary PPE will be removed from site until the PPE is supplied and worn, and fines issued per non-compliance.

### **9.4 Occupational Health and Safety Signage**

On-site H&S signage is required. Signage shall be posted up at the site camp entrances, as well as at fixed or temporary working areas 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:

- COVID- 19 awareness
- 'no unauthorised entry';
- 'report to site office';
- 'site office';
- 'beware of overhead work';
- 'hard hat area' or other PPE requirements noted;
- First aid box positions (including vehicles), and
- Fire extinguishers.

Signs shall be posted permanently or temporarily at areas of work on site 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 entrance to the Site office and camp area.

### **9.5 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 is supplied and, and fines issued per non-compliance.

#### **9.6 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 Employer (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 Employer's Agent. 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.

Failure to do so will be considered a serious offence.

#### **9.7 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 H&S Agent 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. Method statements risk assessments and the appropriate training will be required.

Failure to do so will be considered a serious offence.

#### **9.8 Transportation of Workers 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 and be covered. The cover shall be securely fixed to the vehicle. No equipment or materials shall be transported in the same vehicle at the same time as workers. Failure to transport workers in a safe manner will be regarded as a serious offence. Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed.

Failure to do so will be considered a serious offence.

#### **9.9 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 ((290f1966 and its Regulations. Work in these areas must comply with these requirements and separate appointments and CoPs 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. Dust suppression systems (water or closed systems) and regular monitoring are required. The added requirement of Chest X rays for workers is to be added to pre-employment and 2 yearly thereafter.

The Department of Mineral and Resources (DMR), as well as the H&S Agent 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.

Whichever form of batch plant is used, for mixing concrete or slurries for surfacing, guards and protection of nip points, emergency stops etc. are to be appropriately managed by competent supervision. Edge protection, movement of plant and dust management are required.

All blasting must comply with the Explosives Act No. 15 of 2003 and the OHSA and MH&SA or other legislation as they apply. Method statements and risk assessments will be required before blasting will be permitted. The Employer and H&S Agent will be required to approve the arrangements. Should a blasting Contractor be used, the requirements relating to the management of Contractors shall apply.

Failure to do so will be considered a serious offence.

#### **9.10 Management of Plant and Equipment**

A substantial amount of large plant and equipment is likely to 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 at the H&S Agent's audit. All daily inspection records are to be kept 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.

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators. Noise levels are to be displayed on plant.

Any plant or slings used to lift plant or material require annual load testing by an AIA. Operators are to be adequately trained and certified to operate cranes. Certificates and registers are to be placed in the H&S file.

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

Failure to do so will be considered a serious offence.

#### **9.11 Excavations**

Steep slopes require careful management. The 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 Employer's Agent. 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.

The H&S Officer is to ensure that all Contractors follow the same requirements as they relate to excavations. The Employer may stop work at any time should the working area be deemed unstable. Method statements are to be approved by the Employer and risk assessments are required. Workers are to be trained in the risks and protection measures, and the appropriate PPE is to be issued as highlighted in the risk assessments.

A competent person is to be appointed to manage excavations. All equipment and conditions are to be checked daily prior to work commencing. Communal registers for excavations on site are not permitted. Excavations should preferably not be open beyond what can be worked daily. Where excavations need to remain open, all excavations are to be properly protected, candy striped tape is not acceptable. Plastic mesh supported on adequate droppers 1m high should be used (approved by the Employer's Agent). Berms are required to be a safe distance from the edge of the excavation. Stepped excavations are encouraged.

Adequate numbers of ladders are to be available to ensure safe access and egress from excavations. Ladders are required for excavations of greater than 300mm, and the ladder is to extend at least 1m above the edge of the excavation. No wooden ladders are allowed on site. Registers are to be kept current and placed in the H&S file.

Failure to do so will be considered a serious offence.

#### **9.12 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 area 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 H&S Officer and the Employer's Agent.

Failure to manage specific conditions or address issues timeously will be considered a serious offence.

#### **9.13 Auditing**

External auditing by the H&S Agent will be done at least monthly or more frequently if deemed required by the H&S Agent, Client or Employer's Agent. The site will be inspected and the documentation audited relative to the activities and H&S plan. The H&S Officer of the PC must accompany the Client, or the H&S Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited at least monthly prior to the H&S Agents monthly audits. 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 fines issued. The Client, Employer or H&S Agent 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.

Failure to address findings or non-conformances will be considered a serious offence.

#### **9.14 Communication on Site**

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

Failure to address issues timeously will be considered a serious offence.

#### **9.15 Care of Workers on Site (Welfare)**

Adequate toilets, clean, safe drinking water and decent shelter will be afforded workers at all times.

Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Only bacterial or enzyme based products may be used in portable toilets. The ratio of portable toilets on site will be a minimum of 1:10. Daily cleaning and increased removal of waste may be required if deemed necessary. Proof of safe disposal of waste will be required.

Waste removals 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.

Failure to address issues timeously will be considered a serious offence.

## 9.16

### **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.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or Employer's Agent.

## 10

### **HEALTH AND SAFETY FILE**

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible. The following completed information shall be included (but not be limited to):

- The PSHSS;
- The H&S Plan;
- COVID -19 Regulation
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc.;
- Record of Competencies;
- Training Records.
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- MSDSs;
- Medical surveillance records;
- Registers, and
- Records of audits, minutes etc.

### 10.1

#### **Supporting Documentation**

The following list is not absolute, and the PC is expected to assess if further any further information should be submitted as supporting documentation, as it relates to the H&S plan. The inclusion of other, relevant documents is encouraged.

All documents as required by the Act and Regulations, including (but not limited to):



- Proof of registration with the Compensation Commissioner or FEMA;
- Proposed Organogram;
- Appointments under the Regulations;
- Examples of internal audits;
- Inspection registers of plant and equipment;
- Non-conformance system;
- Information relating to hazardous materials used and stored on site with MSDSs;
- All Method Statements, Hazard Identification and Risk Assessments for the project;
- All Health and Safety Plans for the project;
- Examples of minutes of all relevant meetings related to H&S;
- Registers for all plant and equipment
- Incident records, including investigations and results, and
- Medical certificates of fitness and medical surveillance programme.

The H&S File shall be closed out following the hand-over of the project. A list will be made available and the contents will be agreed to between the H&S Agent and the PC towards the end of the project.

## 11 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: R50/count</b>	<b>Medium: Penalty: R500/count and a non-conformance</b>	<b>Severe Penalty: R5000/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 method statements	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
Minor misdemeanours not addressed from previous H&S audit	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 method statements	

### 11.1 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 Employer's Agent, shall be sufficient cause for the Employer to apply penalties as follows:

- (i) 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.
- (ii) 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 RE or Employer's Agent. 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.

## 12 MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in Schedule 9400 of the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in Part C2.1 of this document.

	Item	Unit
<b>C.01</b>	<b>Preparation of Contractor's Project Specific Health and Safety Plan.</b>	<b>Lump Sum (L.S)</b>
	The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document	
	Item	Unit
<b>C.02</b>	<b>Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.</b>	<b>Lump Sum (L.S)</b>
	The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following	
	<ul style="list-style-type: none"> <li>(a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure A to the Regulations.</li> <li>(b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.</li> <li>(c) The Client has approved the Principal Contractor's project Health and Safety Plan.</li> <li>(d) The Principal Contractor has set up his Health and Safety File.</li> </ul>	
	Item	Unit
<b>C.03</b>	<b>Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.</b>	<b>Month (Mth)</b>
	The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and Regulations which are mainly a function of time. Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit. This will include the updating and administration of the Health and Safety file.	
	Item	Unit
<b>C.04</b>	<b>Provision of Personal Protective Equipment (PPE) per employee</b>	<b>Number (No)</b>
	The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub Contractors are responsible for their on costs in this regard. Any items of PPE not included on the list will be paid for only after the Employer has agreed to their acquisition.	

Items listed will include, among others which may be noted, are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for.

Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

Item	Unit
<b>C.05 Provision of full time Construction Health and Safety Officer</b>	<b>(Month)</b>
The Tender sum shall include for the cost of a Construction Health and Safety Officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties, which include the induction and training of all persons on site. If a part time safety officer is appointed, by agreement with the Employer, then the amount Tendered will be prorated according to the amount of time spent on the project.	
Item	Unit
<b>C.06 Costs of Medical Surveillance</b>	<b>(No)</b>
This item shall covers all costs in involved in 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 21(d) (ii); Workers at Heights, Regulation 8 (2) (b) of the Construction Regulations and Workers exposed to hazardous chemicals including bituminous fumes, Regulation 7 of the HSCR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated above.	
Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating. Chest x-rays will be required in the case of workers who may be exposed to high concentrations of dust (silica).	
<b>C.06 a)</b> Initial (baseline) medical examinations, including audiometric and lung function testing.	
<b>C.06 b)</b> Periodic examinations.	
<b>C.06 c)</b> Exit examinations.	
Item	Unit
<b>C.07 Induction Training</b>	<b>(No)</b>
This item shall cover all costs incurred for the health and safety inductions as set out on Regulation 7 of the Construction regulations and the proof of induction required. Payment will be made on the figures contained in the induction section of the Health and Safety File.	
Item	Unit
<b>C.08 Environmental Monitoring.</b>	<b>(No) of tests)</b>
<b>C.08a) Air quality monitoring</b>	
Payment for this item shall cover all costs incurred in 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.	
<b>C.08b) Compliance with Amendment of the Occupational Exposure Control Limit for Silica in Table 1 of the Hazardous Chemical Substances Regulations (February 2010)</b>	<b>(No))</b>
<b>C.08 a)</b> Air sampling in situ	<b>(No of tests)</b>
<b>C.08 b)</b> Analysing samples	<b>(No)</b>
<b>C.08 c)</b> Tests on Workers	<b>(No)</b>

The rates for these items shall include for all air monitoring, air sample testing and tests in 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.

**Item** **Unit**

**C.09 a) Establishment of noise levels** **(No)**

This item shall cover all costs involved in the establishment of noise zones, including any workshops, in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last two years, the test need not be repeated but must be kept valid for the duration of the Contract.

**Item** **Unit**

**C.10 Payment for Health and Safety Representatives at meetings.** **Hour (Hr.)**

The rate for this item shall cover the cost to the Contractor of the attendance of Health and Safety representatives at meetings and shall compensate the Contractor for loss of productive time at these meetings.

**Item** **Unit**

**C.11 Provision of First Aid Boxes.** **(No)**

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph 7 above.

**Item** **Unit**

**C.12 Provision for Health and Safety Agent.** **Provisional Sum**

The rate for this item shall cover all costs incurred by the Health and safety Agent to perform his duties for the duration of the project.

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

**ANNEXURE A****RECORDS TO BE KEPT ON SITE**

<b>ITEM</b>	<b>CR</b>	<b>RECORD TO BE KEPT</b>	<b>RESPONSIBLE PERSON</b>
1.	3(3)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required in respect of the OHSA & Regulations. Available on request	Principal Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required by the OHSA & Regulations.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done. Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & Safety File of the input by Construction Health and Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Principal Contractor
8.	7(2)	Risk Assessments, kept up to date and available on site for inspection	Principal Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Principal Contractor
11.	9(2)(b)	Inform Principal Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Principal Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure. Kept on site, available on request	Principal Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Principal Contractor
17.	15(11)	Suspended Platform inspection and performance test records. Kept on site available on request	Principal Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Principal Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Principal Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Principal Contractor
21.	19(2)(g) (ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Principal Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Principal Contractor

23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Principal Contractor
24		Copies of all appointments made in regard to safety supervisors and inspectors	Principal Contractor
25		Record of safety inspections on equipment using radioactive materials.	Principal Contractor

## **ANNEXURE B**

### **CLOSE OUT REQUIREMENTS**

**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.**

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) Notification to Department of Labour of commencement of work
- f) Letters of Good Standing for the Project
- g) Full files for all Contractors as well as their close out reports
  - List of Contractors
  - Letters of Approval of Contractors
  - Mandatary Agreements
  - Letters of Good Standing
  - Appointments
- h) Incident Records
- i) Non- Conformance records
- j) Agent's Audits
- k) Method Statements
- l) Risk assessments
- m) Safe work procedures
- n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.
- o) All drawings for temporary structures (suspended beams/scaffolds etc)
- p) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

#### **Defect and Liability Period**

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 C

### NON CONFORMANCES

HEALTH AND SAFETY SITE INSPECTION NON CONFORMANCE NO		
<b>AGENT:</b>	<b>PROJECT:</b>	
<b>Consultant:</b>	<b>Date and time:</b>	
<b>Client:</b>	<b>Area:</b>	
<b>Contractor:</b>		
<b>ASPECTS NOTED:</b>	<b>COMMENTS:</b>	<b>COMPLETION REQUIRED BY (DATE):</b>
	•	
	•	
	•	
	•	
<b>PHOTOGRAPHIC EVIDENCE (if available):</b>		
1	2	
3	4	
<b>OTHER:</b>		
The following penalties are to be applied:		
<b>Signature of RE</b>		
<b>Signature of H&amp;S Officer/Site Agent</b>		
<b>Signature: of H&amp;S Agent</b>		



<b>CLOSE OUT OF CONFORMANCE</b>			
<b>VERIFIED BY AGENT</b>	<b>COMMENTS ON WHAT WAS DONE (ATTACH PROOF IF AVAILABLE)</b>	<b>DATE COMPLETED</b>	
PHOTOGRAPHIC EVIDENCE, OR LIST OF ANNEXURE TO PROVE CLOSURE			
SIGNATURE OF H&S OFFICER OR SITE AGENT			
SIGNATURE OF RE			

**EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT**

<b>PROJECT NAME:</b>	
<b>CONTRACT NUMBER:</b>	
<b>HEALTH AND SAFETY AUDIT No:</b>	
<b>CONDUCTED BY :</b>	
<b>DATE :</b>	

## EXECUTIVE SUMMARY

### INTRODUCTION AND OVERVIEW

#### SCORING:

The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

Scoring schedule	
If the answer is " <b>No</b> " the rating will be 0	
If the answer is ' <b>not applicable</b> ' it will be noted as n/a	
If the answer is " <b>Yes</b> " the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceeds expectation

#### Key Abbreviations:

Health and Safety	H&S	Occupational Health and Safety Act	OHSA
Occupational Health	OH	Mine Health and Safety Act	MHSA
Construction Regulations	CRs	Driven Machinery Regulations	DMRs
General Safety Regulations	GSRs	Regulations for Hazardous Chemical Substances	RHCSs
Explosive Regulations	ERs	Pressure Equipment Regulations	PERs
Noise Induced Hearing Loss Regulations	NIHLs	Department Mineral and Energy	DMEs
Facilities Regulations	FRs	General Administration Regulations	GARs

Provide a summary of site inspection, significant findings of the site inspection and the audit

**CORE LEGAL RECORDS ON SITE:**

**This list is not conclusive – to be updated monthly relative to works in progress. However the H&S Officer is to be pro-active and pre-empt requirements with the Construction Supervisor (Site Agent). The content will be linked to the physical conditions, processes and activities noted on site, or programme.**

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Updated project H&S Organogram					
	OHSA S. 16 (1) and (2)	CEO and subordinate (if required) CVs on file					
	CR 6 (1) and (2)	Designation of Construction Supervisor(s) and Subordinate Person(s) CVs on file					
	OHSA S. 17; GAR 7	H&S Representatives appointed Monthly inspections completed Representation from Contractors					
	OHSA S. 18; GAR 5	H&S Committee appointed Minutes on file H&S representatives reports discussed Incidents discussed Signed by Chair/CEO Evidence of minutes noted					
	GAR 4	Copy of OH&S Act (Act 85 of 1993) Available on site					
	CR 4 (c), 5 (f)	Written proof of registration / Letters of good standing available on Site					
	OHSA S.37.2	Copy of the Mandatory (S37.2) agreement between the PC and Client					
	OHSA S.37.2	Mandatory agreements between PC and contractors					
	CR 3(3)	Notification to Provincial Director – Annexure A Available on site					
	CR 4(3)  5 (7)	Copy of Principal Contractor's Health & Safety Plan Available on request. Letter of approval from Agent. Health & Safety File opened and kept on site (including all documentation-required in respect of the OHSA & Regulations Available at all times					

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
.	CR 5(6) (9)	Copy of Principal Contractor's Health & Safety Plan provided to Contractors Letters of approval for each contractor on file List of Contractors on site Verified monthly by Agent					
	CRs	Copies of technical method statements approved by RE (GCC 12.3.1) Register available, signed by RE					
	CR 7(2) OHSA CR 7(4)	Risk Assessments: Up to date and available on site for inspection Review and monitoring programme adhered to Workers trained in risk assessments					
	CR 7 (c)	Safe work procedures Procedure List of available SWPs Workers trained in SWPs Proof of training verified					
	OHSA S. 13 CR 7(9)	Induction programme available Proof of induction training available					
	CR 8	Fall Protection: Appointment of Competent CV on file Included in Risk Assessment Addressed in emergency plan Other: site inspection findings					
	CR 9(2) (b) (3)	Structural information from Designer: Geo-science technical report Design loading of the structure Methods & sequence of construction Design risk assessment Addended H&S Specification					
	CR 10(1)(d)	Supportwork and Formwork: Competent person appointed: Design Erection, maintenance, use and dismantling CVs available Design drawings available on site					

		Risk Assessment included Registers in line with supportwork and formwork noted in site inspection					
ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
	CR 11(3)(h)	Excavations: Competent persons appointed CVs available Depth of excavations on site Shoring in use  Registers in line with open excavations noted at site inspection					
	CR 11 (f) GSR 13A	Ladders: Competent person appointed Registers kept Registers for ladders noted on site					
	CR 17(8)(c) (d)	Material Hoist Competent person appointed CV on file Daily inspection register Maintenance records available					
	CR 18(9)	Batch Plant: Appointment of Competent person Registers for maintenance, cleaning and repairs Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept Other					
	CR 21	Construction Vehicles: Appointment of competent operators Plant Management: Registers on file noting daily inspections Plant and machine lists available Inadequacies noted on site Transportation of workers Registers for sample of vehicles noted on site					
	CR 22	Temporary Electrical Installations: Appointment of competent person CV on file Services identified and protected					

		Certificates of Compliance for installations Daily electrical machinery registers Weekly temporary electrical installation inspections Quarterly inspections					
ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
	DMR 18 CR 20	Cranes and Lifting Equipment Competent person appointed CV on file Cranes & Lifting tackle identified/numbered on Register Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings Etc.) - 3 monthly Risk Assessment carried out Driven Machinery compliance re excavators and TLBs being used Other					
	CR 25, 26 ER 6 GSR 8	Housekeeping, Stacking & Storage Supervisor: Appointed per work area CVs Available Include site conditions Spoil areas Register available per area					
	GSR 2	PPE: included in Risk Assessment PPE used and enforced Records of Issue kept Training to use (Induction) Registers for condition checks					
	GSR 9 HCSRs	Welding/Flame Cutting Equipment Competent Person(s) appointed CVs available Equipment identified/numbered and entered into a register Equipment inspected monthly. Types of welding on site (List)					
	RHCSs CR 7; 23	Hazardous Chemical Use and Storage Competent Person/s appointed					

	GSR 4	CVs available Risk Assessments include use of HCSs Register of HCS kept/used on Site Flammable Store Bulk diesel storage Material Safety Data Sheets on file and utilised Other					
ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
	PER	Pressure Equipment (PEs): Competent Person/s (AIA) CV and AIA letter Risk Assessments include PEs Register of PEs's on Site Inspections & Testing by AIA: after installation/re-erection or repairs Every 12 - 36 months. Register/Log kept of inspections, tests. Modifications & repair Jacking requirements met Inspection Registers					
	GSR 3	Emergency management: First aiders available through project Level 3 First aid boxes through site Evacuation procedures Registers available (noted on site)					
	GAR	Incident Management: Emergency co-ordinator appointed and CV available Emergency plan appropriate Emergency level included in Risk Assessments Workers trained Incident reports available and complete					
	DMR 2	Revolving Machinery Exposed revolving parts to be countersunk, enclosed or guarded Projecting shaft or spindle end be guarded by a cap or shroud					
		Stop/start controls Controls appropriate Emergency stops/system					



	CRs RHCSs	Medical Surveillance Programme Pre-placement Periodic Exit Workers at height Plant operators Random drug testing DME Annual Medical report					
	GSR 2(a) MHSA						
ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
	NIHLRs MHSA/ EnvR  RHCSs	Environmental Monitoring: Noise levels Dust monitoring Lighting and Ventilation Temperature Silica Monitoring Report submitted to DoL					
	CR 21 /	Traffic accommodation Competent persons appointed Traffic layouts for site camp indicating routes, direction and pedestrian access etc. Inspection Registers kept Changes and registers signed by RE Other					
	CR / FRs	Welfare Facilities: Toilets available where crews are working/clean Clean potable water available Adequate eating facilities					
	CR 28 FacRs	General housekeeping, stacking and storage					
41		HIV AND AIDS PROGRAMME HIV and AIDS Policy and plan available Condoms available Peer review programme available Ongoing training of workers					
42		Other					

RESPONSIBILITY	SIGNATURE	Date:
OHS AGENT SIGNATURE:		
PC SIGNATURE:		
EMPLOYER'S AGENT SIGNATURE:		
CLIENT SIGNATURE:		

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<b>SECTION 12000: TRAINING</b>
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## **CONTENTS**

B12001	SCOPE
B12002	BASIC METHOD REQUIREMENT
B12003	TRAINING OF AFFIRMABLE BUSINESS ENTERPRISE MANAGERS
B12004	TRAINING OF INTERNS AND DEPARTMENTAL PERSONNEL AND LOCAL LABOUR
B12005	MEASUREMENT AND PAYMENT

### **B12001 SCOPE**

The Contractor shall be responsible for providing diverse accredited training to various groups, including operating, Interns, and departmental personnel. The Contractor shall develop and facilitate initial training sessions for all persons as approved by the Employer, as well as training sessions at specified intervals to revive and supplement the initial training. An accredited trainer shall present all training sessions.

This specification includes all requirements and methods to be employed, for the training of the Local personnel, as well as the measurement and payment.

### **B12002 BASIC METHOD REQUIREMENT**

The Contractor shall be responsible for conducting a complete investigation of the groups that need to be trained in order to compile an approved training plan.

The investigation shall cover at least the following aspects:

- (a) Assess likelihood of conformance to task-specific requirements (*status quo*) of capabilities in terms of a formal skills audit.
- (b) Identify minimum pre-qualification criteria in terms of existing knowledge and skill levels in relation to reaching target requirements.
- (c) Evaluate personnel in terms of pre-qualification criteria and tasks to be performed (skills profile).
- (d) Identify training needs.
- (e) Identify the appropriate CETA accredited training courses in terms of task-specific activities and identified training needs. The Contractor is to ensure that the identified course content is as per the activities listed in the scope of work.

The Contractor shall identify a CETA accredited training service provider to assist in the above skills audit and to help finalise the compilation of a training plan setting out the proposed courses. Once the training plan and proposed courses have been approved by the Employer's Agent, the Contractor shall liaise with the CETA accredited service provider to establish a date and appropriate training venue that would be conducive to learning and to perform training. On-site training is preferred.

The training shall be reviewed within one month after initial training to determine its effectiveness. Further regular training sessions shall be scheduled according to the effectiveness of initial training.

The Contractor will be responsible for recording all training sessions and shall keep an attendance register.

### **B12003 TRAINING OF INTERNS, DEPARMENTAL PERSONNEL AND LOCAL LABOURERS**

The Contractor shall, be responsible to train the Inters, Departmental Personnel and Local labour to perform the activities as contained in the scope of work.

**B12004 MEASUREMENT AND PAYMENT**

Item	Unit
<b>B120.01 Conducting of skills audit and the development of a training plan.....</b>	Provisional Sum

A provisional sum is allowed for the conducting of a skills audit of the Local Labour, as well as the compilation of a training plan.

The provisional sum shall include full compensation for identification of pre-qualification criteria and training needs, staff assessment and evaluation prior to training, all technical research, identification of CETA accredited training courses, and all other actions necessary for commencement of official training sessions in accordance with the specification.

Any expenditure under this item requires the written prior approval of the Employer.

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

Item	Unit
<b>B120.05 Presenting CETA accredited training course for construction personnel.....</b>	Provisional Sum

The provisional sum shall include full compensation for presenting the courses, including lectures, demonstrations, on-site training and hands-on development, and improvement of construction personnel's skills to enable them to be equipped with the necessary skills.

The provisional sum shall also include full compensation for the Contractor's time, appointment of the accredited trainer for the course, and for all material expenses such as paper hand-outs and slides for the whole group of trainees, the number of which shall be determined during development of the training course.

Any expenditure under this item requires the written prior approval of the Employer.

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

Item	Unit
<b>B120.06 Training of interns and departmental personnel.....</b>	Provisional Sum

The provisional sum shall include full compensation for training departmental personnel and interns, including, demonstrations, on-site training and hands-on development, and improvement of construction personnel and intern's skills to enable them to be equipped with the necessary skills.

The provisional sum shall also include full compensation for the Contractor's time, and key personnel for training the interns and departmental personnel.

Any expenditure under this item requires the written prior approval of the Employer.

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

## MANAGEMENT

### C3.5.1 MANAGEMENT OF THE WORKS

#### C3.5.1.1 Applicable standards

The following documents and COLTO standards and associated specification data are applicable and form part of the Contract :

- i) **Volume 1** : The General Conditions of Contract (2010 Edition), issued by SAICE, which the tenderer must purchase himself.
- ii) **Volume 2** : The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition), issued by the Committee of Land Transport Officials which the tenderer must purchase himself.
- iii) **Volume 3** : This document
- iv) **Volume 4** : Book of Drawings issued as Volume 4
- v) Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP).
- vi) Health and Safety Specification (may be bound in at the back of Volume 3 or issued as a separate volume)
- vii) South African Road Traffic Signs Manual
- viii) Occupational Health and Safety Act
- ix) Environmental Management Plans

#### C3.5.1.2 Particular or Generic specifications

- a) The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract.
- b) In addition the following Particular Specifications that are bound into this document will also apply:

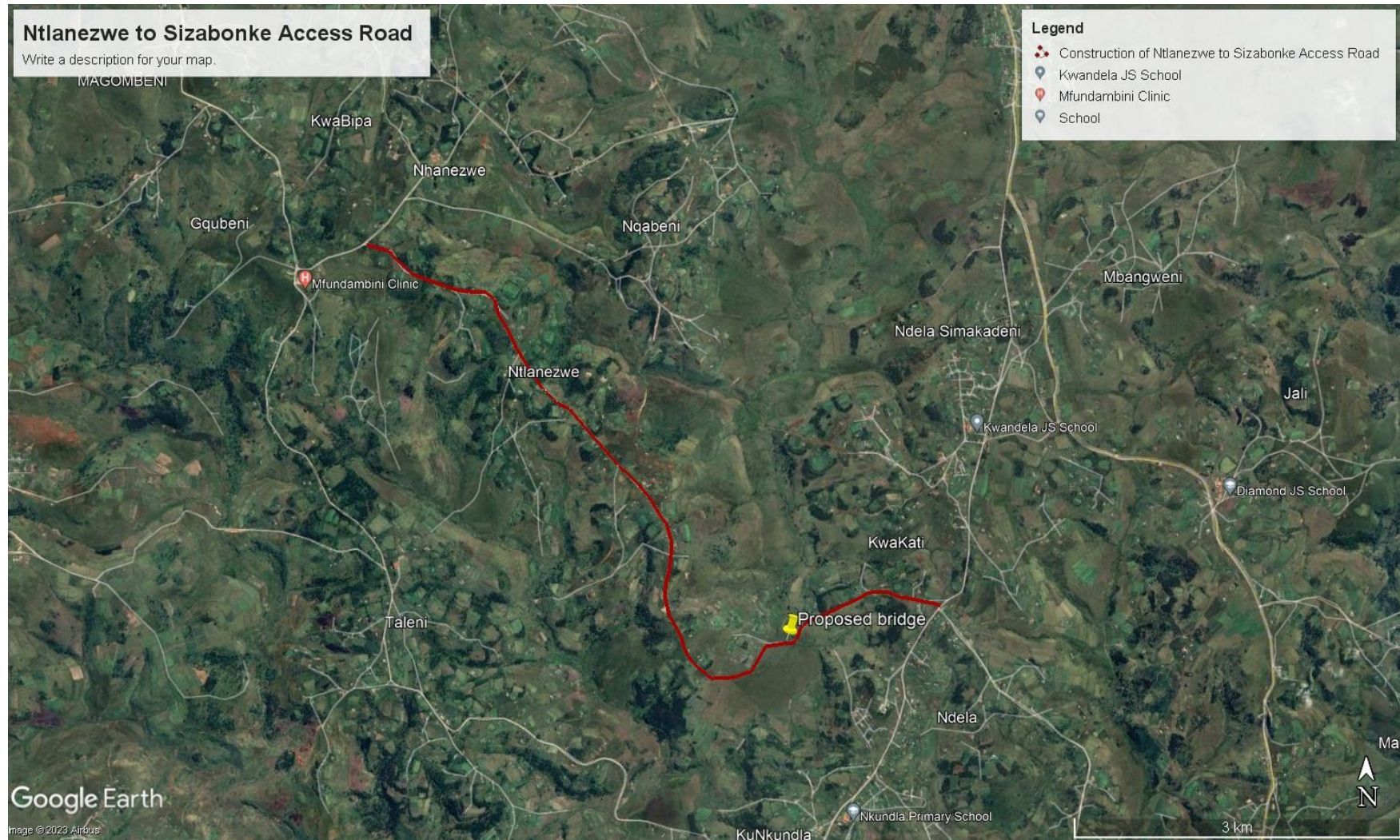
Section 1900 : Dayworks (provisional)

Section 9300 : Environmental Management Plan Implementation

Section 9400 : Occupation Health & Safety specifications

## Part C4: Site information

### C4 Site information



## **PART C5: DRAWINGS**

### **INDEX**

<b>1</b>	<b>PART C5: DRAWINGS</b>
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## PART C5: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

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

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

Tender drawings are issued separately and are listed hereunder:

### LIST OF DRAWINGS

DRAWING DETAILS		TITLE
Element of Contract	Drawing N°.	Description
TENDER		