



GREATER TAUNG LOCAL MUNICIPALITY

PROJECT DOCUMENT

BID NO.: GTLM/INFR07/2022/2023

CONSTRUCTION OF BUXTON ACCESS ROAD

A tender for Category 5CEPE or higher CIDB Registered Contractors

Tender closing date: 27 JULY 2022

Closing Time: 12h00

NAME OF TENDERER:

TENDERED AMOUNT:

TIME OF COMPLETION:(weeks)

ISSUED BY:

Greater Taung Local Municipality

Private Bag X 1048

Taung Station

8580

PREPARED BY



T: 051 430 0994 / 051 011 3444

admin@engineeringaces.com
engineeringaces.com

Unit No.5, Prospe House, 58 Victoria Road,
Willows, Bloemfontein 9301

(i)

LIST OF PROJECT DOCUMENTS

The Tender Documents for this Contract comprise the following:

- 1: *General Conditions of Contract for Construction Works*, Third Edition, 2015, issued by South African Institution of Civil Engineering (SAICE), which the Tenderer shall purchase himself.
- 2: The *SANS Standardized Specification for Civil Engineering Construction*, prepared by Standards South Africa, which the Tenderer shall purchase himself.
- 3: The Project Document, containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, General Conditions of Contract, Contract Data, Project Specifications, Pricing Instructions, Bills of Quantity, Form of Offer and Site Information, is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Tenderer, Performance Security and all Addenda issued during the period of tender will also form part of this document once a successful tenderer has been appointed.
4. Book of Tender Drawings (Bound in Document).

1 and 2 are available from the following organisations (as applicable):

- **CESA, PO Box 68482, Bryanston, 2021. Tel: 011 463 2022 Fax: 011 463 7383, Email: general@cesa.co.za**
- **SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8, Email: civilinfo@saice.org.za**
- **SAFCEC**
- **South African Bureau of Standards**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

CONTENTS

		<u>PAGE(S)</u>	<u>COLOUR</u>
THE TENDER			
PART T1:	TENDERING PROCEDURES	T1.1	White
T1.1	Tender Notice and Invitation to Tender	T1.2	White
T1.2	Tender Data	T1.5	Pink
PART T2:	RETURNABLE DOCUMENTS	T2.1	Yellow
T2.1	List of Returnable Documents	T2.2	Yellow
T2.2	Returnable Schedules	T2.3	Yellow
THE CONTRACT			
PART C1:	AGREEMENTS AND CONTRACT DATA	C1.2	Yellow
C1.1	Form of Offer and Acceptance.....	C1.2	Yellow
C1.2	Contract Data.....	C1.6	Yellow
C1.3	Performance Guarantee (Pro forma).....	C1.10	White
C1.4	Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 of 1993)	C1.13	White
PART C2:	PRICING DATA	C2.1	Yellow
C2.1	Pricing Instructions.....	C2.2	Yellow
C2.2	Bill of Quantities	C2.4	Yellow
PART C3:	SCOPE OF WORKS.....	C3.1	Blue
C3.1	Description of Work.....	C3.2	Blue
C3.2	Engineering.....	C3.4	Blue
C3.3	Procurement	C3.5	Blue
C3.4	Management of the Works.....	C3.6	Blue
C3.5	Health and Safety	C3.14	Blue
C3.6	Construction.....	C3.15	Blue

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENTS

		<u>PAGE(S)</u>	<u>COLOUR</u>
PART C4:	SITE INFORMATION.....	C4.1	Green
C4.1	Site Information.....	C4.1	Green
PART C5:	APPENDICES.....	C5.1	White
APPENDIX A:	Occupational Health and Safety Specifications (17 pages)	C5.2	White
APPENDIX B:	Tender Drawings.....	C5.3	White

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

THE TENDER

PART T1 TENDERING PROCEDURES T1.1

PART T2 RETURNABLE DOCUMENTS T2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

PART T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER..... T1.2

T1.2 TENDER DATA..... T1.5

Annex F: Standard Conditions of Tender (as published in Government Gazette No 38960 of 10 July 2015) bound directly after Tender Data

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

T1.1 TENDER NOTICE AND INVITATION TO TENDER**GREATER TAUNG**

LOCAL MUNICIPALITY



Tel: Administrative Office (053) 994 9400
 Fax: Administrative Office (053) 994 3917
 Tel: Political Office (053) 994 9600
 Fax: Political Office (053) 994 9611
 Website: www.gtlm.gov.za

Postal Address:
 Private Bag X1048,
 Taung Station, 8580

Physical Address:
 Station Street,
 Taung, 8580

OFFICE OF THE MUNICIPAL MANAGER**INVITATION TO SUBMIT FORMAL WRITTEN BIDS FOR:**

DESCRIPTION	BID NO	LOCAL CONTENT	DOC FEE	EVALUATION CRITERIA & CIDB GRADING	COMPULSORY BRIEFING SESSION	CLOSING DATE	CONTACT PERSON
Construction of Buxton Access Road	GTLM/INFR07/2022/2023	Steel Products and Components for Construction (100 %) Cement 100% (All Type)	R 1000.00	80/20 Point Functionality CIDB Grading 5CEPE or Higher	01 /07/2022 @ 13H00 Admin Boardroom (Covid-19 regulations adhered to)	27/07/2022 @12:00	Mrs B Matebele 053 994 9477 nthaub@gtlm.gov.za

Tender documents for GTLM/FS01/2022/2023 will be available from the 28/06/2022 and tender documents for construction tenders they will be available from 29/06/2022

Documents will be sold at the office. To purchase the documents, bidders must pay the tender fee into the account below or at the municipal cashier. Documents can also be downloaded from E-Tender portal and proof of payment be attached to document on submission. Tenders can still be couriered, but they must be in the tender box before 12:00 on the date of the closing, no faxed or emailed tender documents will be accepted. **All enquiries regarding the tender's administration must be directed to supply chain management office @ 053 994 9471/2/3/4 or 436.** All submission are to be made to Greater Taung Local Municipality, clearly marked with the Contract Number and description addressed for attention of the Municipal Manager and should be submitted in the Tender box situated in the foyer at the Administration Building of the Municipality on or before the indicated closing date and time. NOTE: The Greater Taung Local Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept in whole or part. The tenders will also be evaluated based on the experience, capacity, and references where relevant. If you do not hear from us after the expiry of the validity period, please accept that your bid is unsuccessful. **The tender validity period is 90 days.**

Banking Details:-

Bank Name : ABSA
Account no : 2650560046
Branch code : 630273
REF : Bid Reference number
Email : scm.rfq@gtlm.gov.za

K.T Gabanakgosi
 Municipal Manager
 22 June 2022

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(Greater Taung Local Municipality)</i>					
BID NUMBER:	GTLM/INFR07/2022/2023	CLOSING DATE:	27 JULY 2022	CLOSING TIME:	12h00
DESCRIPTION	CONSTRUCTION OF BUXTON ACCESS ROAD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(STREET ADDRESS)</i>					
GREATER TAUNG LOCAL MUNICIPALITY					
STATION STREET (OPPOSITE TAUNG TAXI RANK)					
TAUNG STATION					
8580					
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Mrs. B Matebele	
CONTACT PERSON			TELEPHONE NUMBER	053 994 9477	
TELEPHONE NUMBER	053 994 9471/2/3/4/436		FACSIMILE NUMBER	053 994 3917	
FACSIMILE NUMBER			E-MAIL ADDRESS	nthaub@gtlm.gov.za	
E-MAIL ADDRESS					

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B

TERMS AND CONDITIONS FOR BIDDING

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

BID DISQUALIFYING CRITERIA LIST

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BID CONDITIONS

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only ink must be used to complete the bid document.
3. THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE EXAMPLE OF "AUTHORITY FOR SIGNATORY"
4. No authority for signatory submitted (printed on bidder's letter head) – See example, where it is stated that a duly signed and dated original copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
5. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
6. The bid has been submitted after the relevant closing date and time.
7. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
8. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
9. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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
10. Bid offers will be rejected if the bidder has abused the GREATER TAUNG LOCAL MUNICIPALITY's Supply Chain Management System.
11. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
12. Failure to complete and sign the certificate of independent determination or disclosing of wrong information
13. An updated record of payment of rates and taxes (three months) and services to the relevant Municipality must be attached. Failure to do so will invalidate the tender submitted. In case where a bidder is leasing a property, lease agreement and signed letter from the Landlord/Landlady should be attached. Bidders that are residing in traditional land must attached an updated letter from the Tribal Authority falling within the Bid period. If payment arrangement has been made to relevant municipality, proof must be attached.
14. A copy of Tax compliance Status with PIN issued must be attached
15. A copy of Company registration Certificate must be attached
16. **Local Content: Steel Products and Components for Construction (100%) and Cement (100%)**
17. Certified copy of BBBEE Certificate or Sworn Affidavit must be attached
18. Prices quoted must be firm (Fixed for the term of the Contract) and must be inclusive of VAT (if applicable).
19. Smart card ID Copies should be certified on both sides.
20. All MBD Forms together with the related Annexures must be completed and signed
21. Certified ID Copies of all Directors must be attached (not older than 3 months)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

22. Rates and taxes of all directors and business (Not older than three months): (Statement of municipal account, lease agreement or proof of res for traditional council and SAPS affidavit)
23. Registration summary must be attached as a proof that the bidder is registered with Central Suppliers Database (CSD)
24. Compulsory briefing Session
25. **CIDB Grading 5CEPE**
26. Programme of works to be attached
27. Copies from certified copies are not allowed
28. All certified copies should not be older than three months
29. A person in the service of state shall not be considered
30. When documents certification is done by the commissioner of oath, ensure that the date of certification is indicated
31. **ONLY LOCALLY PRODUCED OR LOCALLY MANUFACTURED GOODS WITH THE MINIMUM STIPULATED THRESHOLD FOR LOCAL PRODUCTION AND CONTENT WILL BE CONSIDERED (SEE ATTACHED ANNEXURES).**
32. **SABS APPROVED TECHNICAL SPECIFICATION NUMBER SATS 1286:2011 AND THE GUIDANCE ON THE CALCUALTION OF LOCAL CONTENT TOGETHER WITH THE LOCAL CONTENT DECLARATION TEMPLATES [annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to annex C) and E (Local Content Declaration: Supporting Schedule to annexure C)] are accessible to all potential bidders on the dti's official website (<http://www.thedti.gov.za/industrialdevelopment/ip.jsp>) at no cost.**
33. **THE RATES OF EXCHANGE QUOTED BY THE BIDDER IN PAR. 4.1 OF THE DECLARATION CERTIFICATE WILL BE VERIFIED FOR ACCURACY.**
34. **No correction pens will be allowed and any cancellation must be signed**
35. This bid will be evaluated in terms of the 80/20 preference point system as prescribed by PPPFA regulations implemented on the April 2017
 - Where 80/20 is below the transaction value up to R 50 000 000 &
 - Where 90/10 is above the transaction value of R 50 000 000

N.B FAILURE TO ADHERE TO THE ABOVE-MENTIONED CONDITIONS WILL AUTOMATICALLY DISQUALIFY YOUR BID

Conclusion

Failure to submit the above will lead to immediate disqualification

SIGNATURE OF BIDDER:.....

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

DATE:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015. A copy is attached directly after this section.

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

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

F.1.1	The Employer is:	Greater Taung Local Municipality
	Postal Address	Physical Address
	Greater Taung Local Municipality	Greater Taung Local Municipality
	Private Bag X 1048	Station Street (Opposite Taung Taxi Rank)
	Taung Station	Taung Station
	8580	8580

F.1.2 The Tender Documents issued by the Employer comprise:

THE TENDER**Part T1 Tendering procedures**

T1.1 Tender Notice and Invitation to Tender
T1.2 Tender Data

Part T2 Returnable documents

T2.1 List of returnable documents
T2.2 Returnable schedules

THE CONTRACT**Part C1 Agreements and Contract Data**

C1.1 Form of Offer and Acceptance
C1.2 Contract Data
C1.3 Performance Guarantee
C1.4 Agreement in terms of Occupational Health and Safety Act, 1993

Part C2 Pricing Data

C2.1 Pricing Instructions
C2.2 Bill of Quantities

Part C3 Scope of Work

C3 Scope of Work

Part C4 Site Information

C4 Site Information

Part C5 Appendices

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5 Appendices

F.1.4 The Employer's agent is:

Name: Engineering Aces (Pty) Ltd
 Address: Unit No.5, Prospe House
 58 Victoria Road
 Bloemfontein
 9301

Contact person: Siphamandla Mntambo
 Tel: 051 430 0994
 Email: admin@engineeringaces.com

Add the following:

"Tenderers shall note that verbal information given by the Employer's agent during clarification meetings, site visits or at any time prior to the award of the Contract will not be regarded as binding on the Employer. Only information issued formally in writing in terms of either an Addendum (F.3.2) or a Clarification of a Tender Offer (F.3.10) will be considered as amending the Tender Documents.

F.1.5 The Employer may accept or reject any variation, or deviation, or part of any tender offer, or whole Tender Offer, or alternative Offer, and may cancel the Tender process and reject all Tender Offers at any time before the formation of a Contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- i. Registration on National Treasury's Suppliers Database.
- ii. Full compliance with the Employer's preferential Procurement Policy.

Add the following after F2.1.2:

F.2.1.3 Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, 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 CE class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (1) A complete and dully signed Joint Venture agreement accompanies the Tender Document;
- (2) every member of the joint venture is registered with the CIDB;
- (3) the lead partner has a contractor grading designation in the 5CEPE or higher class of construction work; and
- (4) 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 5CEPE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

F.2.7 The arrangements for a compulsory clarification meeting are stated in the Tender Notice and Invitation to Tender:

*Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.11 A Tender Offer shall not be considered if alterations have been made to the Forms of Tender data or Contract data unless such alterations have been duly authenticated by the Tenderer or if any particulars required therein have not been completed in all respects

F.2.12 No alternative offer will be accepted.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus **NIL** copies.

F.2.13.4 A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the imagination, its period of validity and persons who will represent it, how their assets will legally be obligated, and any further information that will explain the functions of the joint venture..

F.2.13.5

F.2.15.1 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of Tender box: Greater Taung Local Municipality Offices

Physical address: **Station Street (Opposite Taung Taxi Rank), Taung Station**

Identification details: Tender number: GTLM/INFR07/2022/2023
Title of Tender: CONSTRUCTION OF BUXTON ACCESS ROAD

F.2.13.6

F.3.5.1 A two-envelope procedure will **not** be followed.

F.2.13.9 Telephonic, facsimile or emailed tender offers will **not** be accepted.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is **ninety days (90)** days.

F.2.18 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.

F.2.20 The Tenderer is required to submit with his Tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2 of this procurement document.

F.2.22 Return all retained Tender Documents within 28 days after the expiry of the validity period.

F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of an original valid Tax Clearance Certificate issued by the South African Revenue Services.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

The tenderers shall also submit a certified copy of a BBBEE verification certificate from an accredited ratings agency. In the event of a Joint Venture (JV), a BEE Verification Certificate for the JV shall be attached. The attached Verification Certificate(s) should identify:

- (a) The name and domicilium citandi of the tenderer.
- (b) The registration and VAT number of the tenderer.
- (c) The dates of granting of the BBBEE score and the period of validity.
- (d) The expiry date of the Verification Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (e) A unique identification number.
- (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
- (g) The name and/or, mark/logo of the BEE Verification Agency.
- (h) The category (GENERIC, QSE, Exempt) in which the tenderer has been measured.
- (i) The broad-based BEE status level. The Tenderer is required to submit the following with his tender:
- (j) The SANAS logo on the Verification Certificate once verification agencies have been accredited
- (k) The BBBEE procurement recognition level.
- (l) The score achieved per BEE element.
- (m) The % black shareholding.
- (n) The % black women shareholding.
- (o) The % black persons with disabilities
- (p) The value added status of the tenderer

F.3.4 The time and location for opening of the tender offers are:

Time **12h00 on the 27 JULY 2022**
 Location: **Greater Taung Local Municipality Office (Tender Box), Main Road, Taung Station, Taung**

F.3.7.1 A tender that does not comply with the requirements in the tender documents and the instructions in the official tender advertisement will be rejected as being invalid.

F.3.11.1 The tender evaluation method for the evaluation of all responsive tender offers will be **Method 2: Functionality, Price and preference** in accordance with F.3.11.3

Replace the last sentence of paragraph 4 (a)(i) with the following:

"to Rand value of R 50 000 000.00 (all applicable taxes included):"

F.3.11.7 Scoring financial offers

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is 80 points.

F.3.11.8 Scoring preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed, in accordance with the criteria listed below.

Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (Act No 53 of 2003)(B-BBEE) and the Regulations, 2017 to the Preferential Procurement Policy Framework Act (Act No 5 of 2000)(PPPFA).

Points awarded will be according to a tenderer's B-BBEE status level of contribution and summarised in the table below:

B-BBEE Contribution Level	80:20 Preference System
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Eligibility for preference points is subject to the following:

- (a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette No 32305 of 5 June 2009; and
- (b) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C3; and
- (c) The certificate shall have been issued by a registered verification agency, as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice No 810 of 31 July 2009; and
- (d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised Tender closing date (see Tender Data F.2.15); and
- (e) Compliance with any other information requested to be attached to Returnable Schedule Form C2.

F3.11.9 Scoring Quality

The functionality shall be scored as follows: For a Contractor to qualify it is a requirement that a Contractor score a **minimum of 70** out of a maximum of 100 points for functionality

CATEGORY OF FUNCTIONALITY	MAXIMUM SCORE
1) Key Personnel	20
2) Experience	40
3) Financial Means	10
4) Plant and Equipment	15
5) Locality	15
TOTAL POINTS (N_Q)	100

1. <u>Key Personnel</u>			
Description	No. of work experience	Points	Max Points
Contracts Manager Attach CV certified ID and Qualifications. Min B-Tech Civil Eng	10 or more	10	20
	5 to 9	7	
	1 to 4	5	
	0	0	
Site Agent Attach CV and certified ID and Qualifications. Min National Diploma Civil Eng	10 or more	5	
	5 to 9	3	
	1 to 4	1	
	0	0	
Foreman Attach CV (Qualifications will be added advantage)	10 or more	5	
	5 to 9	3	
	1 to 4	1	
2. <u>Experience</u>			
Contractor is required to submit proof of similar project to qualify for points. Attach appointment and completion letters of completed projects from Government institutions. If a bidder was a Subcontractor an additional reference letter from the Client (Government Institution) should be attached.			
Description	No. of projects	Points	Max Points
Similar Projects of a minimum value of R4.5m	Over 4	40	40
	3-4	30	
	1-2	10	
	0	0	
3. <u>Financial Means</u>			
The tenderer required to provide adequate proof:			
- That the required Performance Guarantee can be obtained (letter of commitment from a reputable financial institution) - That sufficient working capital is available to commence with this project (letter of verification from the tenderer's bank that working capital to the value of the least 5% of the value of the bid is readily available on demand for a period of at least 3 months)			
Description		Points	Max Points
Working Capital	5% or more	10	10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. **Plant and Equipment**
The Contractor to attach the proof of ownership of the plant or a signed letter of intent to hire from a plant hire company (signed by the owner of the plant hire company).

Description	Plant	Points	Max Points
Equipment	Grader	5	15
	Water Tanker	5	
	Excavator/ TLB	2.5	
	Tipper Trucks	2.5	
	None	0	

5. **Locality**

Provide municipal account statement, municipal proof of residence or lease agreement not older than 3 months

Description	Points	Max Points
Contractors with offices within Greater Taung	15	15
Contractors with offices within Dr Ruth Segomotsi Mompati	10	
Contractors with offices outside the Dr RSM District	5	

F.3.13 Tender offers will only be accepted if:

Note: All parties in a Joint Venture are required to submit the required documents

- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation;
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not"
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interests 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.

F.3.17 The number of paper copies of the signed Contract to be provided by the Employer is **ONE**.

The additional Conditions of Tender are:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex F (normative)

Standard Conditions of Tender

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

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

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

$$P_s = 80 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration; P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

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

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring functionality

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

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

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration; M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes

F.3.20 GREATER TAUNG Local Municipality requires that all tenders with a value exceeding R10 million including VAT will be subjected to subcontracting a minimum of 30% of contract value.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
1077 (ENG_ACES 03/2022)					

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

PART T2 RETURNABLE DOCUMENTS

T2.1	LIST OF RETURNABLE DOCUMENTS.....	T2.2
T2.2	RETURNABLE SCHEDULES	T2.4

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- Certificate of Attendance at Clarification Meeting
- Certificate of Authority
- Certificate of Authority for Joint Ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Schedule of Sub-Contractors
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience
- Schedule of Current Commitments
- Experience of Key Staff
- Schedule of Management / Owners / Shareholders / Directors
- Schedule of Labour Content
- Proposed Amendments and Qualifications
- Occupational Health and Safety Act: Statement by Tendering Entity
- Financial References
- Form of Intent to Provide Guarantee
- MBD 2: Tax Clearance Requirements
- MBD 4: Declaration of Interest
- MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011
- MBD 6.2: Declaration Certificate for Local Production and Content for Designated Production
- MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- MBD 9: Certificate of Independent Bid Determination
- Confirmation of Outstanding Municipal Rates and Taxes for the Business Entity and Directors / Owners / Members / Partners
- Section 38 Declaration Form

2 Other documents required only for tender evaluation purposes

- Certificate of Contractor Registration issued by the Construction Industry Development Board
- An original valid Tax Clearance Certificate issued by the South African Revenue Services.
- Certified copies of Directors / Owners / Members / Partners ID (certification not older than 3 months)
- Share certificates to tendering entity(ies)

3 Returnable Schedules that will be incorporated into the contract

4 Other documents that will be incorporated into the contract

- General Conditions of Contract 2015
- COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition
- Project Specifications as issued by the Employer's Agent
- Drawings as issued by Employer's Agent
- C1.1 Agreements

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- C1.3 Contract Data
- C2.2 Bills of Quantities

5 Form of Offer and Acceptance (*for tender stage fill in the Offer portion only*)

6 C1.2: Contract Data (Part2)

7 C2.2: Bills of quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

T2.2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents.

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.1 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that I _____

representative of _____ (tender)

of (address) _____

Telephone No. _____ Fax No. _____

in the company of _____ (Engineer's Representative) of

visited and investigated the site on _____

TENDERER'S REPRESENTATIVE.....

ENGINEER'S REPRESENTATIVE

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.2 CERTIFICATE OF AUTHORITY

I/We the undersigned, am/are authorized to enter into this contract on behalf of _____

_____ (Name of Firm)

by virtue of _____ dated _____

Signature of Signatory

WITNESSES:

1. _____
Name Signature

Firm

2. _____
Name Signature

Firm

PLEASE NOTE:

1. **Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.**
2. **The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.3 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting the tender offer in Joint Venture and hereby authorise

Mr/Ms _____, authorised signatory of the company

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. _____ Name _____ Designation _____
		Signature. _____ Name _____ Designation _____
		Signature. _____ Name _____ Designation _____

PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.
3. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly settings out:
 - Authority for signatory,
 - Name of designated lead member of the joint venture.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

Section 1: Name of enterprise:		
Section 2: VAT registration number, if any:		
Section 3: CIDB registration number, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal Income tax number*

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

Section 5: **Particulars of companies and close corporations**		
Company registration number		
Close corporation number		
Tax reference number		
Section 6: **Record of service of the state**		
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:		
☐ a member of any municipal council	☐ an employee of any provincial department, national	
☐ a member of any provincial legislature	or provincial public entity or constitutional institution	
☐ a member of the National Assembly or the within the meaning of the Public Finance Management National Council or Province	Act, 1999 (Act 1 of 1999)	
☐ a member of the board of directors of any municipal entity	☐ a member of an accounting authority of any national or provincial public entity	
☐ an official of any municipality or municipal entity	☐ an employee of Parliament or a provincial legislature	
If any of the above boxes are marked, disclose the following		
 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

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

* insert separate page if necessary

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council or Province | |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature |
| ☐ an official of any municipal or municipal entity | |

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

* insert separate page if necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise
name

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.5: 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.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following SubContractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirements for us to submit the names of proposed SubContractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all SubContractors who are contracted are registered with the CIDB.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5			

Signed

Date

.....

Name

Position

.....

Tenderer

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.7 SCHEDULE OF PLANT AND EQUIPMENT

Functionality points will be awarded for availability of plant. The tenderer should record the plant he has available and intend to rent in this schedule in order to score points for functionality.

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

- (a) Details of major equipment that is owned by an immediately available for this contract.

Quantity	Description , size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description , size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.8 SCHEDULE OF THE TENDERER'S EXPERIENCE

Functionality points will be awarded for relevant experience and size of projects recorded in the returnable Schedules as well as feedback received from the References listed.

The following is a statement of similar work successfully executed by myself/ourselves in the last 5 years:			
Employers, contact person (consultant) and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed Date

Name Position

Tenderer

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.2.9 SCHEDULE OF CURRENT COMMITMENTS

The tenderer shall list below all contracts currently under construction or awarded and about to commence. In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form including the share of each member in the joint venture.

TABLE 1: CONTRACTS AWARDED				
Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Signed Date

Name Position

Tenderer

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.2.10 EXPERIENCE OF KEY STAFF

Functionality points will be awarded for experience and qualifications of key personnel. The following is a statement of similar work successfully executed by key staff members in the last three years:

Position	Name	Years relevant experience	Qualifications
Contracts Director / Manager			
Site Agent			
Foreman			
OHS Officer			

Note: Attach certificates and CVs of all key personnel indicating qualifications and experience.

The undersigned, who warrants that he/she is duly authorised do so on behalf of the enterprise confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.11 SCHEDULE OF MANAGEMENT/ OWNERS / SHAREHOLDERS / DIRECTORS

List of all Management and shareholders/Members/Owners by Name, Position, ID No, Citizenship, HDI status and ownership.

Name	Position in Enterprise	ID Number	RSA Citizenship Date	HDI Y/N	Women Y/N	% of enterprise owned

****Submit certified copies of company registration documents as proof.**

Signed Date

Name Position

Tenderer

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.12 SCHEDULE OF LABOUR CONTENT AND EMPLOYMENT OF SMMEs

The tenderer shall complete the table below to reflect the local labour force anticipated to be employed on this contract, including labour employed by SubContractors.

TYPE OF LABOUR	MAN-HOURS	RATE / HOUR	TOTAL WAGE COSTS (EXCL. VAT)
Skilled labour			
Unskilled labour			
SMME labour			
Other			
TOTAL (A)			
TENDER PRICE (EXCLUDING VAT) (B)			
PERCENTAGE $\left(\frac{A}{B} * 100 \right)$			

The tenderer shall indicate in the table below the target values for work to be executed by and goods and services to be procured from SMMEs in the Greater Taung Local Municipality Area.

SCHEDULE ITEM NO.	NAME OF SMME	ITEM DESCRIPTION / GOODS & SERVICES TO BE PROVIDED	VALUE	
			RANDS	% OF TENDER SUM (EXCL. VAT)
TOTAL				

Note: Tenderer shall insert “unknown” if an SMME has not been selected prior to tender closing.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

T2.2.13 PROGRAMME OF WORKS

The tenderer shall attach to this page a proposed programme of the works

T2.2.15 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.

Page	Clause or item	Proposal

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

Contractor

Witness 1

11

Witness 2

11

Employer

11

Witness 1

11

Witness 2

T2.2.16 OCCUPATIONAL HEALTH AND SAFETY ACT: STATEMENT BY TENDERING ENTITY

I, _____ duly authorised

to represent _____ (company name)

In my capacity as _____ hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all regulations promulgated from time to time, whilst performing work on _____

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.17 FINANCIAL REFERENCES**(a) FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Director's and Auditor's report for consideration by the Employer.

(b) DETAIL OF COMPANY'S BANK

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	()	()
Fax number	()	()
Account number		

SIGNED ON BEHALF OF TENDERER:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.18 FORM OF INTENT TO PROVIDE GUARANTEE

- 1 With reference to the tender of _____

(hereinafter referred to as the “**TENDERER**” for the project

(hereinafter referred to as the
“**CONTRACT**” for the Greater Taung Local Municipality (hereinafter referred to as the “**EMPLOYER**” for
the
tender dated _____ for the offered of prices of
(R _____)

(in words)
- 2 I/We _____ in my/our capacity as

and hereby
representing _____
hereinafter referred to as the “**INSURER**” advise that the “**INSURER**” undertakes to provide a
GUARANTEE to the **EMPLOYER** to the Employer’s format included in Part C1.3 of this document within
14 days of the Commencement Date.

Thus done and signed at _____ on _____

Name of signatory

Capacity of authorised signatory

As witness

for and on behalf of the **insurer** who by
signature hereof warrants authorisation hereto



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

T2.2.19 TAX CLEARANCE REQUIREMENTS**MBD 2**

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

1. In order to meet this requirement, bidders are required to complete in full and 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 bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder 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 bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Venture / 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.
6. Application for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)**

1. Name of Taxpayer / bidder: _____

2. Trade name: _____

3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: _____

Name: _____

Telephone number: Code: _____ Number: _____

Address: _____

Date; 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

T2.2.20 DECLARATION OF INTEREST**MBD 4**

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

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

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

3.2 Identity Number: _____

3.3. Company registration number: _____

3.4 Tax Reference Number: _____

3.5 VAT Registration Number: _____

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

3.6.1 If so, furnish particulars:

*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 or 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 with 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.7.1 If so, furnish particulars:

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

3.8.1 If so furnish particulars:

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

3.9.1 If so furnish particulars:

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

3.10.1 If so furnish particulars:

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

3.11.1 if so furnish particulars:

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Tenderer

T2.2.21 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

MBD 6.1

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/~~not exceed~~ R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“SME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“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;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 5.2 Bidders who qualify as SMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing SMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than SMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-Contractor is an SME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an SME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

- 8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? _____ %

(ii) the name of the sub-Contractor? _____

(iii) the B-BBEE status level of the sub-Contractor? _____

(iv) whether the sub-Contractor is an EME? **YES / NO** (delete which is not applicable)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? _____

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(d) restrict the bidder or Contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audialterampartem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. _____

SIGNATURE(S) OF BIDDER(S)

2. _____

DATE: _____

ADDRESS: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.22 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

MBD 6.2

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 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes 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. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1077 (ENG_ACES 03/2022)

- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids 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 (this includes labour and intellectual property costs), 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 (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and Components for Construction	100%
Cement (All Types)	100%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(**Tick applicable box**)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
 (b) Practice number: (c)
 Telephone and cell number:
 (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Pula EU GBP

[illegible]

(C20) Total tender value	R 0
--------------------------	-----

Signature of tenderer from Annex B

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	
---	--

Date: _____

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate: Pula

Note: VAT to be excluded
from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with
Annex C - C 21

B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0	

Signature of tenderer from Annex B

Date: _____

**This total must correspond with
Annex C - C 23**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date : _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.23: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

- 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 disregarded if that bidder, or any of its directors have-
 - a. abused the municipalities / 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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
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 ☐	No ☐
4.5.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.24: CERTIFICATE OF INDEPENDENT BID DETERMINATION**MBD 9**

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

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

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

 Contractor

1077 (ENG_ACES 03/2022)

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 19987 or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.25 CONFIRMATION OF OUTSTANDING MUNICIPAL RATES AND TAXES
FOR THE BUSINESS ENTITY AND DIRECTORS / OWNERS / MEMBERS /
PARTNERS**

Section 38 (1) (d) (i) of the supply chain management of the Greater Taung Local Municipality stipulates that the bidder or any of the directors does not owe rates for municipal services for more than (3) three months.

According to the supply chain management policy of the Greater Taung Local Municipality a bid will be rejected if the municipal rates and taxes are in arrears for more than 3 months based on outcome of the verification carried out before the evaluation and adjudication of tender.

In order for Greater Taung Local Municipality to abide by the above stated section, you are hereby requested to confirm that the following business entity and its directors/owners/members/partners do not owe rates and taxes to your municipality.

PLEASE COMPLETE THE FOLLOWING INFORMATION REQUIRED.

Business entity name: _____

Municipality where business is situated: _____

Municipal Account No. (Business entity): _____

Name of Directors/ Members / Partners / owners	Municipality where the Directors / Members / Partners / Owners reside	Municipal Account Number

(You may provide all other names on a separate page if the space provided is not enough)

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.26 SECTION 38- DECLARATION FORM

Having examined the Bid and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and preference claimed are correct.

I/we certify that I/we/the company complies with the issue surround Section 38 of the Supply Chain Management Policy inter-alia:

I/we certify the following: **(IF ALL IS IN PLACE THE ANSWER SHOULD BE YES)**

ISSUE	YES	NO
In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as person prohibited from doing business with the Public Sector.		
In terms of Section 38 (1) (d) (i) that the Bidder or any of the directors does not owe rates or Municipal services charges to any Municipality that is in arrears for more than 3(three months). Copies of the latest Municipal services charges statement of the Bidder and the Directors must be attached to the tender document.		
In terms of Section 38 (1) (d) (ii) that the bidder or any Directors has not failed to perform satisfactory on a previous contract with the Municipality or any organ of state.		
In terms of Section 38 (l) (9) (iv) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past 5 (five) years.		
In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register of tender Defaulters i.t.o. Section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004		

- **PLEASE INDICATE CLEARLY**
- **NOTE THAT THE MUNICIPALITY WILL VERIFY STATEMENTS**
- **ATTACH INFORMATION IF ANY ANSWER IS NO.**

SIGNATURE OF BIDDER

DATE

NAME IN BLOCK LETTERS

COMPANY NAME _____

ADDRESS _____

EMAIL _____

TELEPHONE _____

FAX _____

WITNESSES:

1. _____ 2. _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA.....	C1.1
PART C2	PRICING DATA	C2.1
PART C3	SCOPE OF WORKS.....	C3.1
PART C4	SITE INFORMATION.....	C4.1
PART C5	APPENDICES.....	C5.1

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

PART C1 AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE	C1.2
C1.2	CONTRACT DATA.....	C1.6
C1.3	PERFORMANCE GUARANTEE (PRO FORMA)	C1.10
C1.4	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.13

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**OFFER**

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

CONSTRUCTION OF BUXTON ACCESS ROAD

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

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

THE 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 _____

[Name and address of organisation]

Name and
signature of
witness

Date _____

CIDB Registration
number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the Contract are contained in

- Part C1 Agreements and Contract Data *[which includes this Agreement]*
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

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

The Tenderer shall within the time required to submit documentation in accordance with clause 5.3.2 of the Contract Data (C1.2) after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one 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 _____

[Name and address of organisation]

Name and
signature of
witness

_____ Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 is agreed by the Parties becomes an obligation of the Contract and 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

5 Subject

Details

6 Subject

Details

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

*[Name and address of organisation]*Name and
signature of
witness _____ Date _____**FOR THE EMPLOYER:**

Signature(s) _____

Name(s) _____

Capacity _____

*[Name and address of organisation]*Name and
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:
Signature.....
Name.....
CapacitySignature and name of witness:
Signature.....
Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The *General Conditions of Contract for Construction Works*, Third Edition, 2015, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel 011 805 5947.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause

1.1.1.13 The Defects Liability Period is 365 days.

1.1.1.14 The time for achieving Practical Completion is Days.

1.1.1.15 The name of the Employer is **Greater Taung Local Municipality**.

1.2.1.2 The Employer's address for receipt of communications is:

Postal Address
Greater Taung Local Municipality
Private Bag X 1048
Taung Station
8580

Physical Address
Greater Taung Local Municipality
Station Street (Opposite Taung Taxi Rank)
Taung Station
8580

Telephone 053 994 9400

website: www.gtlm.gov.za

1.1.1.16 The Engineer is **Engineering Aces (Pty) Ltd** represented by an Employee duly authorised thereto in writing.

1.2.1.2 The Engineer's address for receipt of communications is:

Physical address:
58 Victoria Road
Willows, Bloemfontein
9301

Postal address:
58 Victoria Road
Willows, Bloemfontein
9301

Telephone: 051 430 0994

Email: admin@engineeringaces.com

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause

- 1.1.1.26 The Pricing Strategy is: Re-measurement Contract.
- 3.2.3 The Engineer 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:
- 1 Clause 6.3: Variations
 - 2 Clause 5.11.1: Suspension of the Works
 - 3 Clause 5.12: Extension of Time for Practical Completion
- 5.3.1 The documentation required before commencement with Works execution are:
- Health and Safety Plan (Refer to Clause 4.3)
 Initial programme (Refer to Clause 5.6)
 Security (Refer to Clause 6.2)
 Insurance (Refer to Clause 8.6)
 Cash flow projection.
 Quality assurance plan
 Concrete mix design
- 5.3.2 The time to submit the documentation required before commencement with Works execution is fourteen (14) days.
- 5.8.1 The non-working days are Sundays.
- The special non-working days are:
- 1 Usually public holidays and (add voting days if applicable)
 - 2 The year end break commencing and ending on dates as specified by SAFCEC.
- 5.13.1 The penalty for failing to complete the Works is R 2 300 per day.
- 5.16.3 The latent defect period is ten (10) years for civil engineering works.
- 6.2.1 The Type of Security provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum.
- 6.8.2 Contract Price Adjustment: Is not applicable
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%.
- 6.10.3 Percentage retention is 10%.
 The retention money amount is limited to 10% of the Contract value.
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is NIL
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 250 000
- 8.6.1.3 The limit of indemnity for liability insurance is R5 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause

8.6.1.5 In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.11 to 8.6.1.3 the following insurance is also required:

Insurance cover against any damages or loss against production due to political unrest. The client shall not be held responsible for such damages or losses.

Existing buildings and infrastructure in the vicinity of the works likely to suffer damage as a result of the Contractor`s negligence to the value of R5 000 000.00

10.7.1 The determination of disputes shall be by arbitration.

PART 2: DATA PROVIDED BY THE CONTRACTOR

1.1.1.9 The Contractor is

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

Email:

6.2.1 The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract sum (inclusive of 15% VAT) plus retention as stated in 6.10.3 of part 1

VARIATIONS TO THE CONDITIONS OF CONTRACT ARE:

Clause

4.4.2 Liability for subcontractors

Add the following to Clause 4.4.2 after the last sentence:

"The Contractor shall not subcontract any part of the Contract without the prior written consent of the Engineer, which consent shall not be unreasonably withheld."

5.3.3 Time to instruct commencement of the Works

Add the following to Clause 5.3.3 after the last sentence:

"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.14.2 Issue of Certificate of Practical Completion

Replace "the Employer's Agent" in the second line with the following:

", the Contractor shall notify the Engineer, who shall inspect the Works and the Engineer"

5.14.4 Certificate of Completion

Replace " the Employer's Agent " in the third line of the first paragraph with:

", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"

6.2.2 *Delete Clause 6.2.2 in its entirety.*

6.10.4 Delivery, dissatisfaction with and payment of payment certificate

Replace "28 days" in the seventh line with "30 days".

6.11 Variations exceeding 15 per cent

Replace "15 per cent" in the heading, the marginal heading and the fourteenth line with "20 per cent".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

C1.3 PERFORMANCE GUARANTEE (PRO FORMA)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" 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:

"Expire Date" means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 The Guarantor hereby acknowledge 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 Engineer 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 11 The Guarantor chooses the physical address as stated above for the service of all notices for al 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 this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity.....

Guarantor's signatory: (2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the day of in the year

between [*hereinafter called "the Employer"*] of the one

part, herein represented by

in his capacity as

and

[*hereinafter called "the Mandatary"*] of the other part, herein represented by

.....

in his capacity as

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

.....
and has accepted a Tender by the Mandatary for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 (GCC 2015) of the General Conditions of Contract [*hereinafter referred to as "the GCC"*], or
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 (GCC 2015) of the GCC.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 The Mandatary declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 (GCC 2015) of the GCC and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatary warrants that all his and his subcontractors' 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 Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary 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 Mandatary 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 inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

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 1..... 2
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

WITNESS 1 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary 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 20 ,

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 NO 85 OF 1993) on behalf of

.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS 1 2

NAME 1 2
(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS C2.2 - C2.3

C2.2 BILL OF QUANTITIES C2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

C2.1 PRICING INSTRUCTIONS

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

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardised 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 Standardised, 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.

1 South African Institution of Civil Engineers, *The Standard System of Measurement of Civil Engineering Quantities*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

C2.2 BILL OF QUANTITIES

SECTION 1200	:	GENERAL REQUIREMENTS AND PROVISIONS
SECTION 1300	:	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL BLIGATIONS
SECTION 1400	:	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL
SECTION 1500	:	ACCOMMODATION OF TRAFFIC
SECTION 2100	:	DRAINS
SECTION 2200	:	PREFABRICATED CULVERTS
SECTION 2300	:	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LINING FOR OPEN DRAINS
SECTION 3100	:	BORROW MATERIALS
SECTION 3300	:	MASS EARTHWORKS
SECTION 3400	:	PAVEMENT LAYERS OF GRAVEL MATERIAL
SECTION 3500	:	STABILIZATION
SECTION 5600	:	ROAD SIGNS
SECTION 5700	:	ROAD MARKINGS
SECTION 6400	:	STRUCTURES AND PLANTING PLANTS
SECTION 7300	:	CONCRETE BLOCK PAVING FOR ROADS

SUMMARY OF BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

PART C3 SCOPE OF WORK**CONTENTS**

C3.1	DESCRIPTION OF WORKS.....	C3.2
C3.1.1	Employer's objectives	C3.2
C3.1.2	Overview of the Works.....	C3.2
C3.1.3	Extent of Works.....	C3.2
C3.1.4	Location of the Works	C3.3
C3.1.5	Access to Working Site	C3.3
C3.1.6	Services to be in the vicinity of the site.....	C3.3
C3.1.7	Changes to Scope Work.....	C3.3
C3.2	ENGINEERING.....	C3.4
C3.2.1	Design.....	C3.4
C3.2.2	Employer's Design	C3.4
C3.2.3	Contractor's Design	C3.4
C3.2.4	Drawings	C3.4
C3.3	PROCUREMENT AND SOCIAL ISSUES	C3.5
C3.3.1	Preferential Procurement.....	C3.5
C3.3.2	Employer's targets	C3.5
C3.3.3	Contractor's staff.....	C3.5
C3.4	MANAGEMENT	C3.6
C3.4.1	Management of the works	C3.6
C3.4.2	Site Establishment	C3.11
C3.4.3	Existing services	C3.11
C3.4.4	Health and safety	C3.12
C3.5	HEALTH AND SAFETY	C3.14
C3.5.1	Health and Safety procedures	C3.14
C3.6	CONSTRUCTION	C3.15
C3.6.1	Existing services	C3.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the COLTO and SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract

The Project Specifications form an integral part of the Contract Documents and supplement the Standard Specifications.

In the event of any discrepancy with a part or parts of the Standard Specifications, the Schedule of Quantities or the drawings, the Particular or Project Specifications shall take precedence.

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

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's objectives

The objective of the Employer is to upgrade the existing road infrastructure in the area of Buxton

The appointment might be in part or as a whole and shall be a function of the funding made available by the Employer.

C3.1.2 Overview of the Works

This contract covers the construction of new paved roads and lined stormwater channel in Buxton, Taung. Total length of the road is 3km. The road will be minimum of 5m wide up to 6m for high priority roads.

The Scope of this Contract shall require that the "Contractor" as defined in the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS: THIRD EDITION - 2015, hereinafter referred to as GCC 2015; Clause 1.1.25 to have included in his/her tender price for, and is not limited to, the supply of all materials, labour, tools, plant, workmanship, supervision, transport, water, compressed air, electrical power, and whatever else is deemed necessary to ensure due and proper construction and Completion of the Works. The Works shall be completed in accordance with the terms as specified in this Contract Document.

C3.1.3 Extent of the Works

The contractor should make themselves familiar with the extent of work already completed. This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

The contact consists of the construction of new roads and associated works in Buxton. The work to be performed comprises:

- i) Site Clearance
- ii) Bulk Earthworks
- iii) Preparing roadbed and shaping of the road
- iv) 80mm Block Paving Surfacing
- v) Stormwater channel and Culverts
- vi) Road furniture (Street markings and traffic signs)
- vii) Traffic calming devices
- viii) Cleaning up the Site and reinstating all access roads to at least their original condition;
- ix) De-establishment of site on completion of the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Details of the Streets are listed below:

Street Name	Length (m)	Width(m)	Current Surfacing Type
Street 1	±1 120	6	80mm Interlocking paving blocks (Including new layer works)
Street 2	±1 251	6	80mm Interlocking paving blocks (Including new layer works)
Street 3	±678	5	80mm Interlocking paving blocks (Including new layer works)
Total	±3 049		

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Bill of Quantities.

C3.1.4 Location of the Works site

The project area is located in Buxton, Taung

Street 1:	Start	27°37'30.89"S; 24°38'6.96"E
	End	27°37'36.89"S; 24°38'43.18"E
Street 2:	Start	27°37'41.69"S; 24°38'27.46"E
	End	27°37'56.30"S; 24°38'13.10"E
Street 3:	Start	27°37'31.60"S; 24°38'8.07"E
	End	27°37'59.15"S; 24°38'21.35"E

C3.1.5 Access to Works site

No restriction on access to the Site of Works will be placed on persons or vehicles involved with the execution of the Works but personnel must comply with the security and safety requirements of the Greater Taung Local Municipality. The Contractor must keep the Employer informed of staff changes. The making good of any damage caused by non-observance of such restrictions will be for the Contractor's account.

Any vehicle used to transport and/or equipment on Site, shall not exceed the maximum permissible axles loading as allowed under the Provincial regulations.

C3.1.6 Services known to be in the vicinity of the site

Existing services on site include overhead electrical cables, water pipelines.

C3.1.7 Changes to scope of work

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.2 ENGINEERING**C3.2.1 Design services and activity matrix**

The following responsibilities for design and related documentation are applicable to this Contract:

Design Stage	Works designed by
Concept, feasibility and overall process	Engineer
Basic engineering and detail layouts at tender stage	Engineer
Final design for construction stage	Engineer
Temporary works	Contractor
Preparation of as built drawings	Contractor

C3.2.2 Employer's design

The Employer's design required to be priced can comprise a combination of communications referred to as addendums issued prior to tenders closing, drawings for tender purposes, and the tender document containing the general and specifications, relevant to the Works. Once the Contract is awarded the Employer's design may be amended and such amendments shall be managed via the Specific Contract Provisions.

C3.2.3 Contractor's design

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

C3.2.4 Drawings

The drawings form part of the tender document and are issued for tender purposes only.

The appointed Contractor will be supplied with one A1 paper print and a pdf copy on CD of each of the drawings. This print and pdf copy are issued free of charge and the Contractor will need to make or obtain any additional prints he may require at his own cost.

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be *supplied* to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.3 PROCUREMENT**C3.3.1 Preferential procurement procedures****C3.3.1.1 Requirements**

The Employer intends through this Contract to provide work opportunities for the local residents.

This Contractor shall therefore employ local labour where possible.

C3.3.2 Employment targets**C3.3.2.1 Employment of local community labour**

The maximum possible number of workers must be employed from the ranks of the currently unemployed persons in the local community.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in Wegdraai and whose name appears on the local unemployed labour list.

Key personnel are defined as supervisors, team leaders and skilled labourers without whom a specific task cannot be completed.

The target for local labour is 80% of non-key personnel.

C3.3.2.2 Employment of women

The target for employment of women is 30% of the total workforce.

C3.3.2.3 Employment of youth

The target for employment of youth (18-35 years of age) is 30% of the total workforce.

C3.3.2.4 Employment of disabled people

A minimum of one (1) disabled person must be employed on this contract.

C3.3.2.5 Remuneration of local labourers

The minimum wages shall be those prescribed by SAFCEC for the area in which the works fall.

C3.3.3 Contractor's Staff

It is required that the Site Agent for this project to have a NQF level 5 qualification. If the contractor fails to produce such person a suitable Site Agent will be appointed by the Client and paid in full by the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 MANAGEMENT**C3.4.1 Management of the Works**

Though not bound in or issued with this tender document, the following SANS 1921 Construction and Management Requirements for Works Contracts as approved by the Council of the South African Bureau of Standards shall apply to this Contract. The Contractor shall be in possession of these Standards and shall keep a copy of the said document on site for reference by him and the Employer's Agent for the duration of the Contract.

SANS 1921 Part 1	General Engineering and Construction Works
SANS 1921 Part 3	Structural Steelwork
SANS 1921 Part 5	Earthworks Activities which are to be performed by hand
SANS 1921 Part 6	HIV/AIDS Awareness

These Specifications are not issued with this volume but are available at the Contractor's expense from: Standards South Africa. Details are given in Section C3.5.1 above.

C3.4.1.1 Planning and programming

In addition to Clause 5.6 of the GCC 2015, the work must be programmed such that the work be completed no later than the month of June 2018. The total duration of the Contract must be indicated by the Contractor. The Contractor will supply the Employer's Agent with the programme with his/her tender called the tender programme. Within 3 weeks of being awarded the WORKS, the Contractor shall provide the Employer's Agent with a revised tender programme to be called the Contract Programme to be approved by the Employer's Agent and used for progress monitoring of the Contractor's construction activities.

Interim progress payment shall not be certified by the Employer's Agent based on the Contract Programme Progress. Payment shall be certified based on actual work done.

The Contractor shall submit within the period stated in the Contract Data the said Contract Programme

C3.4.1.1.1 Submitted programme

The Contractor's programme, required in terms of Clause 5.6.1 of GCC 2015, shall be in a bar chart form. In addition to the requirements of Clause 5.6.1 of GCC 2015, the Contractor's programme shall show:

- a) The various activities, related to a time scale, for each element of the Works, including those of Nominated and/or Subcontractors, in sufficient detail to be able to assess construction progress,
- b) Critical path activities and their dependencies,
- c) Key dates in respect of work to be carried out by others,
- d) Key dates in respect of information to be provided by the Engineer and/or others,

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

C3.4.1.1.2 General Allowances

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) Expected weather conditions and their effects,
- b) Known physical conditions or artificial obstructions,
- c) Searching for, dealing with and carrying out alterations to the existing services,
- d) The accommodation of public access and traffic,

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

- e) The provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, and
- f) The design, testing and approval of the concrete mixes.

C3.4.1.2 Review of progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 2 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

C3.4.1.3 Methods and procedures

C3.4.1.3.1 Method statements

When requested by the Engineer, the Contractor shall submit, within 2 weeks (14 days) of date of such written request, a method statement detailing the Contractor's proposed construction procedure of certain elements of the Works.

No work shall commence before the method statement has been submitted and approved. The approval shall not relieve the Contractor from his responsibilities in terms of the General Conditions of Contract.

C3.4.1.3.1 Neatness of the site

The general neatness and tidiness of the vicinity of Wegdraai are of particular concern. The Works will be visible to the public. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Engineer.

C3.4.1.4 Weather conditions

C3.4.1.4.1 Extension of time for completion resulting from abnormal rainfall

Extension of time for completion will not be considered for normal rainfall but only for abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
 - i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
 - ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
 - iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
 - iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SCHEDULE

Anticipated number of working days on which work could be delayed as a result of rainfall and saturated conditions.

Month	Nn (days)	Rn (mm)
January	4	80.57
February	3	77.75
March	3	50.00
April	2	44.85
May	1	9.76
June	1	13.24
July	0	2.41
August	0	4.85
September	0	5.65
October	1	33.30
November	3	62.05
December	3	56.37
Total	21	440.80

X = 20 and Y = 10

The additional clauses to the General Conditions of Contract are:

Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, (as derived from existing rainfall records provided in the table above), on which a rainfall of Y mm or more per day has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as provided in the table above.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

C3.4.1.4.2 Recording of weather

The Contractor shall provide a rain gauge as directed by the Engineer and precautions shall be taken to restrict access to the rain gauge by unauthorised persons.

C3.4.1.5 Quality plans and control

The Contractor shall prepare a quality management plan to be followed during the course of the Contract.

The quality management plan shall

- i. clearly indicate the methods, programmes, procedures and other methods that the Contractor intends using as process control to ensure compliance of materials and workmanship with the requirements of the Contract (process control testing)
- ii. Include the proof of status of calibration of all measuring devices that are to be used during the course of the Contract.

C3.4.1.6 Environment

C3.4.1.6.1 Protection of the environment

C3.4.1.6.1.1 Environment management plan

The Contractor shall comply with the provisions of the environmental management specification.

C3.4.1.6.1.2 Fires and burning of vegetation

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out.

Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority, and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

C3.4.1.6.1.3 Preservation of flora and fauna and soil conservation

The Contractor shall:

- a) take all precautions to prevent:
 - i) the erosion of soils and/or
 - ii) loss of or injury to domestic and other animals from any lands used or occupied by the Contractor;
- b) refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,
- c) take care to cause the minimum of disturbance to the fauna and flora.
- d) erect temporary fences on the servitude lines during the construction period to prevent loss of fauna. The fences shall be removed as soon as construction and testing are complete.
- e) take precautions to keep the risk of fire to a minimum,
- f) arrange that timber for firewood be obtained only from such places as may be approved by the Engineer;
- g) take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water ; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- h) prohibit all firearms from the site and temporary camps.

C3.4.1.7 Format of communications

Communications and instructions shall be given in writing and sent either by post, or facsimile. Site instructions shall be given in the Site Communication Book, which shall be a triplicate book provided by the Contractor.

C3.4.1.8 Management meetings

The Contractor will be required to attend the following site meetings during the term of the contract:

- a) An inaugural site meeting to be held within three weeks after the Commencement Date.
- b) Monthly site meetings from the order to commence the Works until the Completion of the Works.
- c) Monthly Health and Safety meetings.

C3.4.1.9 Daily records

Daily records of all site activities and progress of work shall be kept by the Contractor. Any possible causes for delay to the Contract or which may result in additional costs to the Employer shall be recorded as clearly as possible. The records shall also include the plant on Site and personnel employed. The records shall be kept at all times in the Engineer's Site Office.

C3.4.1.9.1 Monthly labour returns

The Contractor shall submit with each statement for payment a labour return showing the Number Person Days and Labour Days recorded for the Contract. The returns shall be similar to the format approved by the Engineer.

C3.4.1.10 Lighting

Should the Contractor wish to undertake work when natural lighting is inadequate for the type of work to be performed, he shall, at his own expense, provide and maintain in good and safe condition adequate high-powered flood lighting for all the work areas where he is operating.

C3.4.1.11 Payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall be provided electronically in Microsoft Excel format.

All costs incurred by the Contractor resulting from the preparation and submission of the statements shall be borne by the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.2 Site establishment**C3.4.2.1 Services and facilities existing and/or provided by the Employer****C3.4.2.1.1 Water and power supply and other services**

The Contractor shall make his own arrangements and pay all installation and consumption charges for the supply of water, electrical power and other services required.

C3.4.2.1.2 Camps and depot

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

C3.4.2.2 Facilities provided by the Contractor**C3.4.2.2.1 Facilities for the Engineer**

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SANS 1200 AB and SDAB:

- a) two nameboards,
- b) one furnished office,
- c) conference room (furnished),
- d) latrine and ablution facilities,
- e) carport for 2 vehicles,
- f) 1 x Smart Phone
- g) photo-copying machine,
- h) 17, 12GB Ram notebook computer and A3 printer / scanner,
- j) survey equipment,
- k) two survey assistants,
- m) a site instruction book,
- n) protective clothing,
- o) safety equipment,
- p) medical facilities,
- q) nine 150 mm concrete cube moulds and a temperature-controlled cube-curing water bath,

Unless specified otherwise, on completion of the Works some of these facilities shall revert to the Contractor who shall remove them from the site excluding items f and h.

The term "use of the Engineer" will be deemed to include, as appropriate, use by the Engineer's staff and the Engineer's Representative and his staff.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.4.3 Existing services**C3.4.3.1 Treatment of existing services****C3.4.3.1.1 Continuance of operation of existing services**

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

C3.4.3.1.2 Continuous operation of existing works

The construction works take place around existing services. Existing works must remain in operation at all times. The Contractor shall ensure that, wherever possible, the Employer's personnel have unhindered access to, and use of, all parts of the existing works at all times, as necessary.

The Contractor's operations shall also be carried out in such a way as to minimize the formation of dust and the fouling of water in the existing works.

The Contractor shall provide sufficient notice to the Engineer when he intends to interrupt the operations of the existing works in order to effect connections with the new works. Approval for such work will be given only when the timing of the work is suitable to the Employer.

C3.4.3.1.3 Connection to existing services

All connections to the existing systems shall be undertaken in a manner and at times to be approved by the Engineer. It is anticipated that this work may have to be done at night in order to minimise inconvenience to users. No claims for additional payment will be considered in this regard.

C3.4.4 Health and safety**C3.4.4.1 Health and safety requirements and procedures****C3.4.4.1.1 General**

In addition to Subclause 5.7 of SANS 1200 A (5.4 of SANS 1200 AA; 5.8 of SANS 1200 AD; 5.3 of SANS 1200 AH) and the Occupational Health and Safety Specification provide, the Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular its Construction Regulations, 2014.

C3.4.4.1.2 Health and Safety Plan

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2014 of the OHS Act, the Contractor, in his Health and Safety Plan to be submitted in terms of Clause 5.3.1 of the Project Data, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified in the Specification Data and the Standard Specification.

The Health and Safety Plan shall be neatly set out in a lever-arch type file, with labelled dividers for each section

A copy of the approved Health and Safety Plan shall be kept on Site and made available upon request.

C3.4.4.1.3 Safety of general public

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act (Clause 4.3.10.2).

As the Works are on an operating water treatment works site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities

C3.4.4.1.4 Sanitary conditions

Unhygienic habits and other behaviour that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

C3.4.4.1.5 Protection of the public

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act.

As the Works are on an operating reservoir site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities.

C3.4.4.1.6 Excavations

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1,0 m. in terms of the provisions of the OHS Act. The Contractor may choose to batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

C3.4.4.1.7 Health and safety specialist

The Contractor shall employ a health and safety specialist, with suitable and proven qualifications, either on full-time or part-time basis, for the duration of the Contract.

This specialist shall assist with the preparation of the health and safety plan required in terms of the Specification Data, shall provide on-going training for all construction staff (at least 1 hour per week whilst work on site is in progress, in the form of weekly tool-box talks), and shall assist with the upkeep of the Health and Safety Plan and associated regular inspections etc.

C3.4.6.1.8 Monthly health and safety reports

The health and safety specialist required in terms of the Specification Data, shall submit a report to the Engineer at the monthly site meetings, detailing the state of health and safety on the sites over the last month, new risk assessments added, potential new risks, new precautions taken, and summarising the results of various inspections required in terms of the health and safety plan, etc.

If this report is not submitted at each monthly site meeting, the Engineer shall impose a fine of R 1 000.00 on the Contractor, in each instance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5 HEALTH AND SAFETY**C3.5.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES****(a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.2 PROTECTION OF THE PUBLIC

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.5.3 BARRICADES AND LIGHTING

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.5.4 TRAFFIC CONTROL ON ROADS

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.5.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.5.6 AIDS AWARENESS

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.6 CONSTRUCTION**C3.6.1 Existing services****C3.6.1.1 Damage to services**

The Contractor is required to carry out all of his construction activities with due caution in order to prevent damage to existing services and infrastructure. The Contractor shall repair or arrange to repair any damage to known existing services at his own cost.

The Contractor shall repair or arrange to repair any damage to known existing services at his own cost.

C3.6.1.2 Reinstatement of services and structures damaged during construction

The Contractor shall immediately inform the Engineer of any damage to existing services or structures. The Contractor shall take immediate steps to reinstate any damaged services.

C3.6.2 Disposal sites

The Contractor shall locate suitable sites, off site for the disposal of cleared vegetation, rubble, unsuitable material, excavation or surplus material. The Contractor shall obtain the Engineer's approval for the site he proposes to use.

Surplus excavation, other than described above, will be spread on site at locations indicated by the Engineer.

C3.6.3 Alterations, additions, extensions and modifications to existing works

The Contractor shall satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works (including modifications). If the Contractor finds any discrepancy, he shall immediately notify the Engineer in writing of the discrepancy before proceeding with any construction which may be affected by the discrepancy.

Should the Contractor detect any defect(s) in existing structures or works which are likely to affect the integrity or quality of work executed by himself, he shall immediately notify the Engineer in writing. The Engineer will inspect the defect(s) and, if necessary, issue an instruction regarding how the defect(s) are to be repaired. The Contractor shall then execute those repairs to existing structures or works which are prescribed by the Engineer.

C3.6.4 FEATURES REQUIRING SPECIAL ATTENTION**C3.6.4.1 Aids awareness**

The Contractor is to have sufficient signage regarding HIV/AIDS, notifying the workers of the dangers, and where to obtain the counselling etc.

C3.6.4.2 Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

C3.6.4.3 Testing and quality control**C3.6.4.3.1 Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean a laboratory certified by the South African National Accreditation Systems (SANAS) or approved by the engineer in writing which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

C3.6.4.3.2 Additional testing required by the Engineer

In addition to the provisions of subclause C3.6.4.3.1: Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.6.4.3.1, at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

C3.6.4.3.3 Costs of testing

- (a) Tests in terms of subclause C3.6.4.3.1
The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.6.3.1 above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.6.4.3.1

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

- (b) Additional tests required by the Engineer
The costs of any additional tests required by the Engineer in terms of subclause C3.6.4.3.1: Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.6.4.4 Contractor supplied equipment

The Contractor shall when required to supply any testing, measuring and/or survey equipment for the Engineer's use provide calibration certificates or verification certificates (as appropriate) for all equipment. This shall apply for both shared equipment as well as for equipment specified to be provided for the Engineer's use on site.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Calibration or verification, by certified authorities shall be subject to the Engineer's approval:

- prior to the delivery of any equipment to the Engineer and
- thereafter at intervals as prescribed for the relevant equipment but not less than every twelve (12) months

The calibration/verification certificate for each item of equipment shall be submitted to the Engineer for approval prior to its use or within seven (7) days of subsequent re-calibration/verification.

Unless otherwise provided for in the bill of quantities the cost of providing the above specified equipment.

Failure to submit certificates shall result in payment for the equipment being withheld.

C3.6.4.5 Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

C3.6.4.6 Opening up and closing down of designated borrow pits

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of subclause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

C3.6.4.7 Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.6.4.8 Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.6.5 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

The Specification Data gives amendments and additions to the specifications that are listed in the List of Applicable Specifications. Clause headings are prefixed by the letters "SD" followed by alphabetic and numeric characters which identify the specification and main clause of the applicable specification. Sub-clauses are numbered sequentially. The clause reference to which a sub-clause refers, either to amend or to add to, is given after the sub-clause heading. Where the Specification Data sub-clause is an addition and there is no appropriate clause in the applicable specification to which to link it, no clause reference is given in the heading.

Should any requirement of the Specification Data conflict with any requirement of the specifications listed, the requirement of the Specification Data shall prevail.

1. Management

- 1.1 Although not bound in or issued with this document, the following Standardised Specifications for Civil Engineering Construction, as amended in the Project Specifications, form part of this document. (Notwithstanding Subclause 2.2 of SANS 1200A*, the edition specified below shall apply).

SANS 1200 A - : Preliminary and general
SANS 1200 AB - 1986: Engineer's Office

- 1.2 The following Standard and Particular Specifications, as bound in this document, and as amended in the Project Specifications, shall apply:

Project Specific Health and Safety Specification
Environmental Best Practice Specifications: Construction

2. Construction

- 2.1 Although not bound in and/or issued with the Tender Document, the following listed Standardized SANS 1200 Specification for Civil Engineering Construction, as approved by the Council of the South African Bureau of Standards, shall apply to the Project.

The Contractor shall be in possession of these Standardized Specifications and the related SANS 0120 Code of Practice which apply equally and shall keep a copy of each on site for reference by him and the Employer's Agent for the duration of the Contract.

SANS 1200 A : GENERAL (1986)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 AB	:	ENGINEER'S OFFICE (1986)
SANS 1200 C	:	SITE CLEARANCE (1982)
SANS 1200 D	:	EARTHWORKS (1990)
SANS 1200 ME	- :	Subbase
SANS 1200 MK	- :	Kerbing and Channelling

- Note 1 The Standard Specifications are not bound into the tender and contract documents, but are available at the Tenderer's/Contractor's expense from the South African Bureau of Standards in Pretoria, Private Bag X191, PRETORIA, 0001.
- Note 2 Each of the Standard Specifications contains an appendix, which in turn lists further specifications, which are not bound into the tender and contract documents.
- Note 3 Both of the Standard Specifications, as well as those specifications that are listed in the appendix to the Standard Specifications, shall apply to the Contract to the same extent as if each of these specifications had been bound into the tender/contract documents.

SDA GENERAL

SDA 1 SCOPE

REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

SDA 2 INTERPRETATIONS

PSA2.1 APPLICATION

Save by arrangement with the Employer's Agent, the Contractor will not be restricted in the use of resources and in particular in the use of mechanical plant.

SDA 2.3 DEFINITIONS

IN THE OPENING PHRASE BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS "the definitions given in the Conditions of Contract and".

(a) General

ADD THE FOLLOWING DEFINITIONS:

" 'General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data (GCC 2015) as applicable.

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

The terms "GPO", "P&T", "Department of Posts and Telecommunications" and "Telkom" shall mean "Telkom SA Limited".

Except for references to the Bureau itself, and to the (official) SANS mark, the term "SANS" shall mean "SANS".

The term "Schedule of Quantities" and "Bill of Quantities" shall mean the same.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The term "Project Specification" shall mean that portion of the Scope of the Works that completes and/or amends the standardised and standard specifications.

(c) Measurement and payment

REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge" AND "Value-related charge" WITH THE FOLLOWING:

"Fixed charge": A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

"Time-related charge": A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

"Value-related charge": A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

SDA 2.4 ABBREVIATIONS

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-ordinating Specification."

SDA2-8 Items in Bill of Quantities - Principle (Subclause 2.8.1)

In the fourth line of Subclause 2.8.1, after the word "specification", add: "or in the measurement and payment clause of the standard specification, particular specification or Specification Data".

Add the following paragraphs:

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information as to risks, contingencies and all other circumstances which may influence or affect his tender.

The Contractor shall be deemed to have based his tender on the technical data given in the Documents and, if in the performance of the Contract any circumstances shall differ from the said technical data, which difference causes delay or additional Cost, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.1.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates and Prices (if any) or in the specification, which rates and prices shall (except in so far as otherwise provided in the Contract) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the Works."

SDA 3 MATERIALS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDA 3.1 QUALITY

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

SDA 4 PLANT**SDA 4.1 SILENCING OF PLANT**

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

SDA4-2 CONTRACTOR'S OFFICES STORES AND SERVICES

ADD THE FOLLOWING ATE THE END OF SUBCLAUSE 4.2:

The latrine services required by the General Conditions of Contract and Clause 28 of the Construction Regulations, shall be of the chemical type and shall be readily accessible to workers at all areas of the site.

The Contractor shall make all the necessary arrangements with the relevant local authority for the disposal of the contents of the toilets on a regular basis.

The suitable first aid services required in terms of Subclause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

SDA 5 CONSTRUCTION**SDA5-1 Survey****SDA5-1.1 Setting out of the Works. (Subclause 5.1.1)**

Before commencing any construction, the Contractor shall check the relative positions and levels of all reference pegs and bench marks and inform the Engineer of any discrepancy.

Add to Subclause 5.1.1

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.

The checking of any setting-out or of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer or if there is any delay in providing the particulars required, the Contractor shall, in respect of that delay and the Cost of such RETICULATION, be entitled to make a claim in accordance with Clause 10.1.1."

The Contractor shall advise the Engineer of any conflict between the position of any part of the Works and an existing feature.

SDA 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS.

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.2:

" The Contractor shall, in connection with the Works, provide and maintain all signs, signboards, lights, barriers, barricades, fencing and watching when and where:

- a) specified in or reasonably to be inferred from the Contract, or
- b) required by any competent statutory or other authority, or
- c) required by the Engineer for the protection of the Works or for the safety or convenience of the public or others;

provided that, if the Engineer shall instruct the Contractor to provide any sign, signboard, light, barrier, barricade, fencing or watching not included in paragraphs (a), (b) or (c), such requirement shall constitute a variation by the Engineer in terms of Clause 6.4 of the General Conditions of Contract".

All temporary signs shall be of the type and size required for rural roads, as applicable, as specified in the "Southern African Development Community Road Traffic Signs Manual" and Chapter 13, [Roadworks Signing] of the South African Road Traffic Signs Manual".

Unless the closing of streets, accesses and thoroughfares has been properly arranged, the Contractor shall accommodate and provide for through traffic, traffic at crossings and vehicular access to houses and buildings at all times. If necessary, safe ramps to mount road kerbs shall be provided where traffic is to be diverted.

SDA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," AND INSERT THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended".

SDA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:

"SDA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

SDA 5.4.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.1.2.2 of SABS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

SDA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SABS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

SDA 5.4.3 Alterations and repairs to existing services

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

Before the commencement of any excavation the Contractor shall confirm the name and telephone number of the relevant officials directly concerned with the known or suspected services, shall acquaint himself with the position of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise with the relevant authorities or controlling bodies for the necessary temporary closure of any services during construction.

PSA5.5 DEALING WITH WATER ON THE WORKS

The Contractor's attention is drawn to the fact that, apart from normal dealing with stormwater and seepage water which may influence the construction of the permanent Works, special arrangements and de-watering measures will have to be made to control and/or remove water for the protection of excavations.

PSA5.8 GROUND AND ACCESS TO THE WORKS

Refer also Clause C3.1.4

The Contractor shall provide temporary access to the Works and to the dumping areas/ spoil site, as may be required by him and to the approval of the Employer's Agent.

PSA5.9 WORKMAN'S COMPENSATION ACT

All labour employed on the Site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, such amounts, as are due in terms of the Act, including the payment of the necessary levies.

The manner in which Workman's Compensation will be handled, shall be resolved by the Contractor with all the relevant parties at the commencement of the Contract.

SDA 5.7 SAFETY

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11.2 (GCC 2015) of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 (GCC 2015) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 9.2.1.1 (GCC 2015) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2.1 (GCC 2015)."

ADD THE FOLLOWING SUBCLAUSES TO CLAUSE 5:

SDA 5.9 SITE MEETINGS

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

SDA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

"SDA 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDA 7 TESTING**SDA 7.1 PRINCIPLES****SDA 7.2 APPROVED LABORATORIES**

REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- (a) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- (d) Any other laboratory that the Engineer approves in his absolute discretion."

SDA 8 MEASUREMENT AND PAYMENT**SDA 8.1 MEASUREMENT****SDA 8.1.1 Method of measurement, all sections of the Schedule**

IN THE SECOND LINE OF SUBCLAUSE 8.1.1, AFTER THE WORDS "standardized specification or in" ADD "BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS" the measurement and payment clause of the standard specification, particular specification or".

DELETE THE WORDS "and South West Africa".

SDA 8.1.2 Preliminary and General item or section**SDA 8.1.2.1 Contents**

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

SDA 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items SDA 8.3 and SDA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- Head-office and site overheads and supervision;
- Profit and financing costs;
- Expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition;

- Providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract;
- Erection, maintenance and removal of temporary fencing and barricades;
- Dealing with water (Subclause 5.5);
- Access to works (Subclause 5.8); and
- Providing and maintaining the fire-fighting equipment, as well as training the work teams in their use."

SDA 8.2 PAYMENT

SDA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

SDA 8.2.1.1 Fixed-charge items

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

SDA 8.2.1.2 Value-related items

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Contract Data (GCC 2015), and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Contract Data (GCC 2015).

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 6.11.1 (GCC 2015) of the Conditions of Contract amended to clause 6.11 of the variation of the conditions of contract, and this adjustment will be applied to the third instalment."

SDA 8.2.2 Time-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of subclauses 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

Notwithstanding the stipulation of Subclause 8.2.2, an approved extension of time will only entitle the Contractor to payment in terms of clause 5.12.3 of GCC 2015.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE CONTENTS OF SUBCLAUSE 8.3.1 WITH THE FOLLOWING:

"SDA 8.3.1 Fixed preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.1.1.

Payment for "operation and maintenance of facilities for the Engineer", in accordance with Subclause 8.4.2.1 will not be authorized by the Engineer until the name board has been erected and approved.

SDA 8.3.2 Value-related preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.1.2."

SDA 8.4 SCHEDULED TIME-RELATED ITEMS

REPLACE THE CONTENTS OF SUBCLAUSE 8.4 WITH THE FOLLOWING:

"SDA 8.4.1 Time-related preliminary and general charges Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.2."

SDA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:

"SDA 8.5.1 Works executed by the subcontractor

(a) Description of item to which Prime Cost Sum applies Unit: Prov Sum

(b) Charge required by Contractor on subitem (a) above Unit: %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different Subcontract included in the Contract.

The Contractor shall be reimbursed under subitem (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 6.6 of the Conditions of Contract.

The Contractor shall be paid under subitem (b), either:

(a) where the unit of measurement for subitem (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its tender, of the amount certified by the Engineer for payment under the related subitem (a), all in accordance with the provisions of Clause 6.6.1.2.1 of the Conditions of Contract, or

(b) where the unit of measurement for subitem (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under subitem (a) and the tendered lump sum is to the amount of the Provisional Sum stated under subitem (a) in accordance with the provisions of Clause 6.6.1.2.2.

The percentage or sum (as applicable) paid under subitem (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor."

SDA 8.5.2 Works executed by Nominated Subcontractors

(a) Work to be executed by a Nominated Subcontractor Unit: Prov Sum

(b) Overheads, charges and profit on item (a) above Unit: % or sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different Nominated Subcontract included in the Contract.

The Contractor shall be reimbursed under subitem (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 45 of the Conditions of Contract.

The Contractor shall be paid under subitem (b), either:

- (a) where the unit of measurement for subitem (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its tender, of the amount certified by the Engineer for payment under the related subitem (a), all in accordance with the provisions of Clause 45.1.2.1.1 of the Conditions of Contract, or
- (b) where the unit of measurement for subitem (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under subitem (a) and the tendered lump sum is to the amount of the Provisional Sum stated under subitem (a) in accordance with the provisions of Clause 45.1.2.1.2.

The percentage or sum (as applicable) paid under subitem (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor."

SDA 8.6 PRIME COST ITEMS

REPLACE SUBCLAUSE 8.6 WITH THE FOLLOWING:

"SDA 8.6 PRIME COST SUMS

- | | | |
|-----|---|--------------|
| (a) | Description of item to which Prime Cost Sum applies | Unit: PC Sum |
| (b) | Charge required by Contractor on subitem (a) above | Unit: % |

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under subitem (b), or tendered a zero percentage, the Contractor's tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in subclause SDA 8.1.2.2 of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SDA 8.7 DAYWORK

REPLACE THE CONTENTS OF SUBCLAUSE 8.7 WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with the provisions of Clause 6.5.1.1 (GCC 2015) of the Conditions of Contract."

ADD THE FOLLOWING ITEMS:

**"SDA 8.9 COMPLIANCE WITH OHS ACT AND REGULATIONS
(INCLUDING THE CONSTRUCTION REGULATIONS 2014)** Unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract, as described in C3.6.1 (for CIDB document format). The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

**2) COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT PLAN AND REGULATIONS
PRODUCED BY EMPLOYER**Unit: sum

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance.

"SDA 8.10 COMMUNITY LIASON AND COMMUNITY RELATIONS Unit: month

- a) A total amount of **R 6000.00** is to be paid to the community liaison officer for the duration of the construction of this project.

Add this new clause:

"4.23 Community participation"

Community participation consists of engagement of Project Steering Committees (PSC).

A PSC will be established for the project, by the Ward Councillor.

The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour Intensive construction.
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the engineer.
 - Become involved in the daily operations of the contractor or interfere with the contract works.
- b) A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport."
- c) Payment will be **R250.00** per sitting.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

"SDA 8.11 Training of Targeted Labour

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a) 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.
 - b) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. 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.
 - c) 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 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
 - d) The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
 - e) 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 d) above.
 - f) Proof of compliance with the requirements of a) to f) above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.
- (i) Technical Training Prov. Sum
 - (ii) HIV/AIDS Prov. Sum
 - (iii) Handling cost and profit in respect subitem B12.04(i) and (ii)

SDAB EMPLOYER'S AGENT'S OFFICE (SANS 1200 AB)

SDAB3 MATERIALS

SDAB3.1 NAMEBOARDS

Notwithstanding the provision of Sub-clause 3.1, one name board shall be erected and the board shall comply with the format and size to be provided by the Employer's Agent.

This name board shall be erected and maintained at the main service road and entrance to the Site at the main road.

The Contractor shall not erect any signs, notices or advertisements on or adjacent to the Site of Works other than the project nameboard specified herein without the written approval of the Employer's Agent. The Contractor may, when applicable, permit each of his/her Sub-contractors to display one signboard of less than 2 m² in size at the Contractor's camp or Site office.

All nameboards and signboards shall be removed by the end of the Defects Liability Period.

SDAB3.2 OFFICE BUILDING

One office complete with furnishings as specified, must be provided by the Contractor for the Employer's Agent.

Although ski-cabins or similar structures will be acceptable as offices even if they might not comply with the requirements specified for floor area and ceiling height, the use of such structures will be subject to the approval of the Employer's Agent.

The Contractor shall be required to consult with the Employer's Agent prior to the supply and erection of the office.

SDAB3.3 CARPORTS

A carport to provide for two motor vehicles shall be erected adjacent to the Employer's Agent's office for exclusive use. The carport shall have side cladding and shall be constructed in such a way as to shelter the parked vehicles from the prevailing winds, sun and driven rain.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDAB3.4 ABLUTION AND LATRINE FACILITIES

The Contractor shall, in addition to catering for his/her own staff, provide ablution and latrine facilities adjacent to the Employer's Agent's office for the exclusive use of the Employer's Agent and his/her staff. The facilities shall consist of a shower, hand washbasin and a water born latrine.

The facility shall be clean and maintained in a hygienic condition for the duration of the Contract.

SDAB3.5 HEATING AND COOLING FACILITIES (Sub-clause 3.2(j))

The Contractor shall supply and install in the offices specified under SDAB3.2 an air-conditioning unit with cooling and heating capacity of at least 2 500 k/cal.

SDAB3.6 REFRESHMENTS FOR THE EMPLOYER'S AGENT AND HIS/HER STAFF

Tea and/or coffee shall be provided by the Contractor for Employer's Agent, and the Employer's Agent's staff, at reasonable intervals throughout any working day for the duration of the Construction period.

SDAB4 PLANT**SDAB4.1 TELEPHONE AND FAX (Sub-clauses 4.1 and 5.4)**

In terms of Sub-clause 4.1, the Employer's Agent allowed a PC sum of R 1,900 per month for the duration of the Contract to defray costs associated with cellular telephone expenses.

The Contractor shall arrange the provision of the Employer's Agent's on site communication system. All costs and accounts shall be payable by the Contractor for the duration of the construction period.

A WIFI facility with 10 GB per month data shall be provided in the Employer's Agent's Office and the cost of this shall be payable by the Contractor. The Contractor shall be required to bear the cost of transmissions and consumables such as paper, maintenance etc.

Upon completion of the Works the ownership of the WIFI facility shall revert to the Employer.

SDAB4.2 SURVEY EQUIPMENT

The Contractor shall provide the following survey equipment on the Site from the commencement to the completion of the Works:

- (a) 1 No. Tachometer capable of reading to 20 seconds of arc with tripod; 1 No. Employer's Agent's automatic level with tripod and staff;
- (b) 2 x Tachometer staffs with staff bubble;
- (c) 2 x levelling staffs graduated in 5 mm intervals with staff bubble;
- (d) 6 No. Ranging rods;
- (e) 1 No. 3 m pocket tape
- (f) 1 No. 30 m Fibreglass measuring tape;
- (g) 1 No. 100 mm steel measuring tape; and
- (h) All steel pegs, shovels, picks, etc. which the Employer's Agent's Representative may require for the duration of the Contract.

The instruments may, by arrangement, be shared between the Contractor and the Employer's Agent's Representative.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and the Contractor shall indemnify the Employer's Agent and the Employer against any claims in this regard. Upon completion of the Works, the ownership of the equipment shall revert to the Contractor.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SDAB4.3 FIRST-AID KIT AND PROTECTIVE CLOTHING

The Contractor shall provide and maintain, in compliance with the OHS Act and regulations (including the construction regulations 2003), on the Site of Works two first-aid kits to deal with unforeseen accidents and snakebite which may occur during the normal on Site operations.

The Contractor shall provide two sets of safety helmets, safety footwear and rubber boots for the exclusive use of the Employer's Agent and his/her staff.

SDAB5 CONSTRUCTION**SDAB5.1 NAMEBOARDS**

Delete the words "on completion of the contract," and substitute it with:

"....by the end of the defects liability period, or at such other earlier time as the Employer's Agent may instruct or approve."

SDAB5.2 SERVICES FOR OFFICE AND ABLUTIONS

The Contractor shall provide, at his/her own cost, a constant supply of potable water and electric power to the Employer's Agent's office and ablutions facility.

Two survey assistants shall be allocated to the Employer's Agent by the Contractor. The assistants shall be able to read and write either Afrikaans or English and shall be available to the Employer's Agents as assistant's at all reasonable times during the construction period.

SDAB8 MEASUREMENT AND PAYMENT

SDAB8.2.2 Employer's Agent's Office Unit : Sum

(Fixed Charge and Time Related Item)

The tendered sum for an office shall include all costs for the installation and maintenance and removal of carports (SDAB3.3), ablutions and latrine (SDAB3.4), heating and cooling facilities (SDAB3.5), refreshments (SDAB3.6), the installation and maintenance of computer facilities (SDAB 4.4), the provision of a first-aid kit and protective clothing (SDAB4.3), and services (SDAB5.2).

SDAB8.2.3 Employer's Agent's WIFI Unit : Sum

(Fixed Charge and Time Related Item)

The tendered sum for Employer's Agent's wifi shall include all costs for the installation and maintenance (SDAB 4.1) for the duration of the Contract. The Contractor will be required to bear all costs relating to telephone calls, data use and printing.

SDAB8.2.4 Survey Equipment and Assistants..... Unit : Sum

(Fixed Charge and Time related item)

The tendered sum shall include all costs for the supply and maintenance of the survey equipment (SDAB4.2) and the employment of assistants for the Employer's Agent (SDAB5.5).

SDAB8.2.5 Digital Camera..... Unit : Sum

(Prime Cost Item)

The tender sum shall include all costs for the supply, service and maintenance of the camera as specified in SDAB4.5.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDAB8.2.6 Name BoardUnit : ProvSum

(Fixed Charge and Time related item)

The actual cost to the Tenderer shall include all costs for the supply, maintenance and removal of two nameboards (SDAB3.1) from the provisional sum allowed by the Employer's Agent.

SDC SITE CLEARANCE

SDC 3 MATERIALS

SDC 3.1 DISPOSAL OF MATERIAL

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

No overhaul will be paid for any spoil material and the Contractor shall allow for all haulage costs in his tendered rates.

SDC 5 CONSTRUCTION

SDC 5.1 AREAS TO BE CLEARED AND GRUBBED

ADD THE FOLLOWING:

"Pipeline routes shall be cleared to a distance of 1,5 m on both sides of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

SDC 5.2 CUTTING OF TREES

SDC 5.2.3 Preservation of trees

SDC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R1 500, 00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

SDC 5.3 CLEARING

Clearing shall include the loading, removal and disposal of garbage as directed by the Employer's Agent.

SDC 5.5 RECLEARING OF VEGETATION

ADD THE FOLLOWING:

"When areas have to be recleared on the written instructions of the Engineer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

SDC 5.10 DEMOLITION OF CONCRETE

The Contractor is to ensure that forces caused by the demolition process do not induce stress on the remaining parts of the structures or on other existing structures that may cause cracking. Use is to be made of suitable energy absorbing materials during the demolition process. The structures/sections of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

structures to be demolished are indicated on the drawings. The strength of the existing reinforced concrete is to be expected to be in excess of 30 MPa.

The Contractor may only proceed to cut reinforcing upon written instruction of the Employer's Agent.

The Contractor is to submit a proposed work method and planning schedule for each type of demolition to the Employer's Agent for approval before work commences.

The following types of structures are to be demolished:

- Mass concrete
- Rectangular openings of various sizes in reinforced concrete walls with varying depths – typically the existing sand filter floors.
- Bulk reinforced concrete demolition such as a plinths, sections of structures or complete structures
- The breaking of concrete shall be to lines as indicated on the drawings.

The following methods of demolition will **not** be permitted:

- The use of thermal lancing
- The use of any explosion method
- The use of poisonous chemicals

The following methods of demolition shall be considered **as acceptable**:

- Diamond impregnated wire or blade sawing
- Jack hammers
- Wood peckers or nibblers
- Hydro cutting
- Air cutting
- Any other method as indicated by the Employer's Agent

SDC 5.11 DEMOLITION OF BUILDING WORK

The Contractor is to ensure that the demolition process does not induce stresses on the existing structure that may cause cracking of the concrete. Use is to be made of energy absorbing materials under the demolition area to protect existing concrete surfaces. The building work to be demolished is indicated on the drawings. All material to be stored in a designated store and no materials shall be taken off site without consent from the Employer's Agent or Employer.

SDC 8 MEASUREMENT AND PAYMENT

SDC 8.2 PAYMENT

SDC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre"

ADD THE FOLLOWING:

"The rate tendered for clearing and grubbing shall cover the cost of disposal and the total haulage cost of the material off the site as directed in SDC 3.1 and the protection of erf pegs"

ADD THE FOLLOWING ITEMS IN SUBCLAUSE 8.2:

"SDC 8.2.11 Take down and re-erect existing fences

Unit: m

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the cost of re-erecting the fence in its original position using the dismantled material, the cost of temporary bracing of the fencing sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

Amendments made to COLTO are included in the following Sections:

SECTION B1100 : DEFINITIONS AND TERMS
 SECTION B1200 : GENERAL REQUIREMENTS AND PROVISIONS
 SECTION B1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
 SECTION B1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE
 PERSONNEL
 SECTION B1500 : ACCOMMODATION OF TRAFFIC
 SECTION B1600 : OVERHAUL
 SECTION B1700 : CLEARING AND GRUBBING
 SECTION B1800 : DAYWORKS
 SECTION B2100 : DRAINS
 SECTION B2200 : PREFABRICATED CULVERTS
 SECTION B2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND
 DOWNPIPES AND CONCRETE LINING FOR OPEN DRAINS
 SECTION B3100 : BORROW MATERIALS
 SECTION B3200 : SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM
 BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND
 PLACING AND COMPACTING THE LAYERS
 SECTION B3300 : MASS EARTHWORKS
 SECTION B3400 : PAVEMENT LAYERS OF MATERIAL
 SECTION B3500 : STABILIZATION
 SECTION B5100 : PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION
 SECTION B5200 : GABIONS
 SECTION B5500 : FENCING
 SECTION B5600 : ROAD SIGNS
 SECTION B5700 : ROAD MARKINGS
 SECTION B5800 : LANDSCAPING AND PLANTING PLANTS
 SECTION B5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS
 SECTION B7300 : CONCRETE BLOCK PAVING FOR ROADS
 SECTION B8100 : TESTING MATERIALS AND WORKMANSHIP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B1100 : DEFINITIONS AND TERMS**B1115 GENERAL CONDITIONS OF CONTRACT**

Replace clause 1115 with the following:

"The General Works Conditions applicable to this Contract shall be the *Conditions of Contract for Construction Works*, Third edition, 2015.

All references to the COLTO General Conditions of Contract 1998 in the COLTO *Standard Specifications for Road and Bridge Works for State Road Authorities*, 1998 are to be deleted and replaced where applicable by references to the Conditions of Contract stated in this clause as detailed in the table hereunder. The context of the reference to the GCC is also noted.

The Contractor shall note that whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the Conditions of Contract specified in this clause and amended in the Contract Document shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

COLTO Standard specifications		COLTO General Conditions of Contract, 1998 (GCC)		General Conditions of Contract for Construction Works, Third edition, 2015	
Clause number	Page number	Clause number	Description or reference	Clause number	Description or reference amended to
1115	1100-2		Definition of GCC		Definition GCC 2015
1202	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to GCC		Applicable to GCC 2015
1206	1200-3	14	Setting out of works		Clause amended in 1206 of specifications
1209(a)	1200-4		General references to GCC		Applicable to GCC 2015
1209(e)	1200-5	52	Valuation of material brought onto site	6.10	Valuation of material brought onto site
1210	1200-5	54	Certificate of practical completion	5.14	Certificate of practical completion
1212(1)	1200-7	49	CPA on alternative designs	6.8	CPA on alternative designs
1215	1200-9	45	Extension of time for completion due to abnormal rainfall.	5.12	Extension of time for completion due to abnormal rainfall.
1217	1200-10	35	Care of the works	8.2	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to GCC 2015
1303(iii)	1300-1	49	Price adjustment item 13.01(a)	6.8	Price adjustment item 13.01(a)
1303(iii)	1300-2	49	Price adjustment item 13.01(b)	6.8	Price adjustment item 13.01(b)
1303(iii)	1300-1	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303(iii)	1300-2	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303	1300-2	12	Payment item 13.01(c)	5.3	Payment item 13.01(c)
1303	1300-2	45	Payment item 13.01(c)	5.12	Payment item 13.01(c)
1403(c)(ii)	1400-4	40(1)	Variation for rented accommodation	6.4	Variation for rented accommodation
1505	1500-3	40	Variation for temporary drainage	6.4	Variation for temporary drainage
Item 15.08	1500-8	48	Payment of provisional sum	6.6	Payment of provisional sum
Item 15.09	1500-8	48	Payment of provisional sum	6.6	Payment of provisional sum
Item 15.11	1500-8	48	Payment of provisional sum	6.6	Payment of provisional sum
Note (2)	3100-4	40	Payment for prospecting for materials	6.4	Payment for prospecting for materials
3204(b)(iii)	3200-2	40	Payment for oversize material	6.4	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC sums		General reference to GCC, PC sums
Item 45.06	4500-3		General reference to GCC, PC sums		General reference to GCC, PC sums
5803(c)	5800-3	40	Variation, for landscaping	6.4	Variation, for landscaping
5805(d)	5800-4	40	Variation, for grassing	6.4	Variation, for grassing
Item 58.10	5800-10	48	Payment for extra work	6.6	Payment for extra work
8103(c)	8100-1	40	Variation, for testing material	6.4	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, provisional sums		General reference to GCC, provisional sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15	Clearance of site on completion, with reference to core drilling

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1155 WORK IN RESTRICTED AREAS

Add the following:

"Any omission of payment items from the schedule of quantities with regard to additional or extra over payment for work in restricted areas should be regarded as deliberate and any additional cost incurred shall be included in the bulk rate."

Add the following clauses:

"B1160 REPAIR

Measures aimed at maintaining or improving the condition and/or riding comfort of an existing road.

B1162 PROCESS CONTROL

Process control means all testing required to be carried out 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 Engineer. All cost deemed to be included in the tendered rates.

B1163 ACCEPTANCE CONTROL

Acceptance control means whatever testing the Engineer carries out over and above the process control testing already constructed 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."

SECTION B1200 : GENERAL REQUIREMENTS AND PROVISIONS**B1202 SERVICES**

In the final paragraph, replace "clause 15" in the second line with "clause 5.6".

In the second paragraph, delete the word "utility" at the end of the second line.

A number of existing services occur within the extent of the works that will affect the Contractor's programme of work. It is therefore of the utmost importance for the Contractor to work in close conjunction with the owners or authorities controlling these services to ensure that the services are not disrupted in any way as a result of the works.

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

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

B1204 PROGRAMME OF WORK SERVICES

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 the Engineer may require. The programme shall be updated monthly in accordance with the progress made by the Contractor."

a) General requirements

Add the following as a continuation of the first paragraph:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- i) The expected delays defined in B1215: Extension of time resulting from inclement weather.
- ii) The following embargo hours and days:
Sundays, Public Holidays and election days.
Year-end closure.
- iii) The following restricted working conditions:
 - The construction site is located in an urban area.
- iv) Training of the Contractor's staff by the Employer, refer to Appendix C. The majority of the training will be carried out during the first half of the construction period. Training will be given at regular intervals in the second half of the construction period."

b) Programme of work

Insert the following after the first sentence of the second paragraph:

"The programme shall include the following details:

- i) A work breakdown structure that identifies all major activities.
- ii) Scheduled start and end dates for each activity.
- iii) Linkages between activities that clearly identify sequence, floats and critical path.
- iv) Intended working hours and resource allocations (plant and labour).
- v) Monthly cashflow projections.
- vi) Key dates in respect of information required or due delivery."

Add the following sub-clause:

"c) Programme revisions

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

Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation."

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

"The Contractor shall implement a quality assurance system in accordance with ISO 9002 and appoint a quality manager who shall ensure that members of the Contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the Engineer approves the quality plan.

Quality Control shall be carried out according to **Scheme 2**, as specified in Section 8300 of COLTO."

Delete the second, third, fourth and fifth paragraphs and replace with the following:

"The Contractor shall submit the quality assurance system he proposes using to the Engineer, for his approval, within two weeks of the site handover. Once accepted by the Engineer the Contractor shall

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted. "

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete "clause 14" in the first paragraph.

Delete "and of Clause 14 of the general conditions of contract" in the sixth paragraph.

Add the following paragraph:

"The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be the Contractor's responsibility and included in the tender rates."

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

Delete the third paragraph and replace with the following:

"All signboards erected in accordance with the drawings shall be removed at the same time as the de-establishment of the Contractor's camp. Payment under subitem B13.01 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. A typical signboard layout is shown in Volume 4 of the Contract documents."

B1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

"VAT shall be excluded from the rates."

(c) The meanings of certain phrases in payment clauses

(i) Procuring and furnishing...(material)

Add the following:

"Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled."

(e) Materials on the site

Replace "clause 52" in the first line with "subclause 6.10".

Add the following subclauses:

"(i) Payment certificates

With reference to Clause 6.10 of the General Conditions of Contract, the Engineer's certificate will only be issued after he has received a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. The Engineer and the Employer require a total of three (3) sets of A4-sized paper copies.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(j) Trade names

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

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following paragraphs after item (h):

"Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the Employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, the works shall be considered for practical completion only if the following criteria also have been met:

- (i) The estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT;
- (ii) the written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the Contractor;
- (iii) any information in the Contractor's possession, which is required by the Engineer and has been requested in writing, has been supplied;
- (iv) The Regional Manager of the Department of Mineral and Energy Affairs has issued written confirmation to the Contractor that they are satisfied with the final shaping to all quarries, borrow pits, stockpile areas, and spoil sites used or intended to be used under this Contract.

The contents of this clause 1210 of the COLTO Standard Specifications, together with the above amendment, shall apply equally to the issue of a CERTIFICATE OF PRACTICAL COMPLETION in terms of clause 5.14 of the *Conditions of Contract for Construction Works*, Second edition."

B1213 VARIATION FROM SPECIFIED NOMINAL RATES OF APPLICATION OR NOMINAL MIX PROPORTIONS

Amend the last line of the second paragraph to read as follows:

"...materials, condition of the site and cement type (in order to comply with the durability requirements described in subclause B6404(h))."

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

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

"These written statements shall be handed to the Engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended, including all conditions related to such an extension, until such time that all these statements are obtained.

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

Under subclause (e) replace the opening paragraph with:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"Should the Contractor use land not provided by the Employer for the purpose of his own establishment, Engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following: "

Add the following subclauses after clause (v):

- "(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the Contract. The lease agreements shall also provide for the Contract being terminated by Contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding Contractor.
- (vii) That copies of lease agreements shall be submitted to the Engineer prior to signature by the signing parties, and copies lodged with the Engineer after signing. Notwithstanding the Engineer's approval of the conditions of a lease the Contractor shall be solely responsible for adherence to the terms of the agreements.
- (viii) Adherence to the principles of the environmental management plan and legal obligations."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL/INCLEMENT WEATHER

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

In the 1st line of the 1st paragraph change "clause 45" to read "sub-clause 5.12".

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

In line six of the second paragraph delete 'five-day working week' and replace with '23-day working month', and:

Add the following:

"Method (ii) (Critical-path method)"

Add the following final paragraphs:

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

TABLE B1215/1: AVERAGE DELAYS DUE TO INCLEMENT WEATHER

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
'n' delays (rain)	23	11	11	16	0	0	1	1	7	13	20	24	127

The number of rain-related delays is the average number of days on which (10mm) of rain or more has been measured. Other inclement weather delays for which the Contractor must make allowance in his programme have been derived from previous experience of wind and temperature influence on similar construction in the area of the site. Actual extensions of time due to inclement weather shall be agreed between the Engineer's and Contractor's representatives on the site. The agreed whole days or parts thereof shall be recorded at the monthly site meetings. Adjustment to the contract period shall only be made at the end of the contract when the Contractor may submit its claim for the agreed extension due as well as any additional payment resulting from the delay. Extension caused by inclement weather delays will only accrue once the agreed **cumulative delays exceed 23 days**.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

B1219 WATER

Add the following:

"Water for use on site other than municipal, shall be subject to the required permit from DWAF. This shall include such extraction points as rivers, dams, streams, and boreholes.

TABLE B1219: WATER CLASSIFICATION FOR CONSTRUCTION TESTING

		WATER QUALITY CLASSIFICATION CODE						
		H0	H1	H2	H3	H4	H5	
Property	Unit	Pure water (AR)	Clean water (Rain)	Treated water (Municipal)	Silty (muddy) water with low salt content	Highly mineralised chloride sulphate water (brackish)	Waste brack, sewage, marsh, sea, etc water	Method
pH*	-	7,0	5,7 – 7,9	4,5 – 6,5	4,5 – 8,5	9,0	-	SABS M113 SM 11 - 1990
Dissolved solids*	ppm	0	1 000	1 500	3 000	-	-	SABS 213 SM 213 - 1990
Total hardness*	-	None	None	Temporary	Temporary	Permanent	-	SABS 215 SM 215 – 1971
Suspended matter	ppm	0	2 000	2 000	5 000	-	-	SABS 1049 SM 1049 – 1990
Electrical conductivity	mS/m	0	200	200	500	-	-	SABS 1057 SM 1057 – 1982
Sulphates (SO ₄)	ppm	0	200	300	500	1 000	-	SABS 212 SM 212 – 1971
Chlorides (Cl)	ppm	0	500	1 000	3 000	5 000	-	SABS 202 SM 202 – 1983
Alkali carbonates (CO ₃) and bicarbonates (HCO ₃)	ppm	0	500	1 000	1 000	2 000	-	SABS 241 – 1999
Sugar	-	Negative	Negative	Negative	Negative	Negative	-	SABS 833
Quality of water required		Untreated layer works	✓	✓	✓	✓	Investigate the effect on the quality of the material	
		Chemically treated layer works	✓	✓	✓	Investigate the effect on the quality of the material		
		Concrete mass	✓	✓	✓	Investigate the effect on the quality of the material		
		Concrete prestressed	✓	✓	References:			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Slurry and emulsion	✓	✓	1. Concrete Technology – Dr S Fulton (1989) 2. Materials Manual (PAWC)
	Soil/gravel tests	✓	✓	
	Chemical or control tests	✓	✓	

- * A primary property. The quality of the water is that quality where all three of the primary properties are within the limits.
- * The tabulated single values are maximum value except in the case of the pH value for pure water, which must be 7.0."

B1222 USE OF EXPLOSIVES

Replace paragraph (g) with the following:

"(g) Definitions

'Specified excavation or payment line' means the excavation profile given on the drawings or determined by the Engineer for the works, within which no unexcavated or loose material shall occur after the excavation is complete except as allowed within the specified tolerances. It is also the line to which payment for excavation will be made.

'Pre-splitting' comprises drilling a line of closely spaced parallel holes of appropriate diameter, spaced not more than ten times the hole diameter or 600 mm, whichever is the smaller, and charging the holes with an appropriate amount (decoupled if necessary) and type of explosive to shear the rock, forming a surface along the line of drill holes.

Either all the holes in a pre-split line shall be drilled, charged and detonated simultaneously prior to drilling the production holes for the excavation adjacent to the pre-split line, or pre-splitting shall be accomplished by delaying detonation in the production holes to allow the pre-split holes to fire first. The first line of production holes next to the pre-split face shall be lightly charged to ensure that the pre-split face is not damaged when the charges in the production holes are detonated.

'Smooth blasting' comprises the drilling of a number of closely spaced parallel holes along the required excavation surface, with a suitable burden/spacing ratio, loading all the holes lightly with a uniform continuous charge of small diameter explosive and detonating all these charges simultaneously, after the detonation of the main production blast.

'Line drilling' comprises drilling a line of holes of appropriate diameter spaced not more than twice the hole diameter to form a surface of weakness along which the rock will break. Blasting is not permitted in the line drilled holes, and the first line of production holes next to the line drilled holes shall be lightly charged to avoid damage to the line drilled break surface.

'Cushion blasting' comprises the separate removal of a protective zone of rock which has been purposely left within the specified limits of excavation for flat areas and shallow slopes. Drilling for cushion blasting shall consist of a regular pattern of holes at appropriate spacing and angles and to accurate depths.

The holes shall be lightly charged and detonated in relays to lift the rock progressively to form the final excavated surface without shattering the surrounding rock.

'Overbreak' means any excavation area which extends beyond the payment line, irrespective of the reason for such excavation.

(h) General

A copy of all certificates issued to workmen to permit them to undertake blasting, and to the Contractor to cover the purchasing, storage and transport of explosives shall be handed to the Engineer before any blasting work is undertaken.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall submit to the Engineer at least 28 days before the commencement of any excavation work, full details of his proposed methods and sequence of excavation and programme for the use of explosives.

Within 2 weeks of receipt of the proposals, the Engineer shall indicate acceptance, in part or in whole, in writing to the Contractor. The Engineer reserves the right to reject the proposals if, in his opinion, undesirable damage to permanent rock surfaces or existing structures will result from carrying out the blasting as proposed. If acceptance is withheld, new proposals in whole or in part shall be submitted. No drilling or blasting shall be carried out in areas for which the proposals have not been accepted by the Engineer, and any changes to the accepted methods shall be subject to the Engineer's approval.

The work shall be programmed so as to minimise blasting adjacent to previously constructed sections of the works.

Where blasting is necessary every precaution including the use of blast mats, timber boarding or other means shall be exercised to protect the works and persons, animals and property in the vicinity of the site. The Contractor shall accept responsibility for all injury or damage occasioned by any blasting operations and shall make good such damage without any additional payment.

The Contractor shall, in particular, note the requirement that he must limit to the maximum extent practicable the spillage of material from surface excavations, whether by blasting or other means. To this end the Contractor shall take all necessary precautions including, if necessary, covering the rock prior to blasting with sufficient loose material to prevent the blasted material being thrown. If, however, during the course of excavation on a hillside, the Engineer is of the opinion that insufficient precautions are being taken to minimise the spillage of material, he may instruct the Contractor to adopt further measures to reduce the spillage. No separate payment will be made for any such measures required.

Each separate blast shall be designed in accordance with modern blasting practice to break out the rock with the minimum explosive force. Full details of each blast shall be submitted to the Engineer for scrutiny not later than 24 hours prior to the commencement of drilling for that blast, unless such blast is unchanged from the previous one. The details shall include the location, depth and area of blast holes, the type, strength, amount, column load and distribution of explosives to be used per hole, per delay and per blast, the sequence and pattern of delays, the maximum expected level of shockwaves on adjacent structures, and the description and purpose of any special methods to be adopted by the Contractor.

The consent by the Engineer to any blasting proposals shall not relieve the Contractor of his responsibilities under the Contract and the law.

Should the Contractor excavate to dimensions in excess of those specified or instructed by the Engineer, whether to remove damaged material or for reasons of safety or for his own convenience, he shall at his own expense and when required by the Engineer, fill in the excess excavation with concrete or sprayed concrete of approved quality or with other material approved by the Engineer, or carry out additional trimming to the satisfaction of the Engineer.

The Contractor shall provide the Engineer each day with a copy of the record for the previous day's excavations. Where applicable the following data shall be recorded for each working area together with other such data as the Engineer may request:

- location of the excavation and position within the excavation
- drilling pattern
- type and amount of explosive used, including blasting pattern and delays used
- details of rock support
- surface area of sprayed concrete and location
- number and classification of labour and plant
- unusual occurrences, rock falls, unstable or soft ground and inflows of water
- progress, delays and reasons for delays
- name and permit number of blaster
- date, and
- distance of blasts to structures and existing services.

(i) Quality of excavated surface

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Unless otherwise instructed by the Engineer all blasting work shall be carried out using controlled blasting techniques to minimise any damage to the final profile.

Use shall be made of approved special explosives and/or blasting techniques which will minimise blasting induced fractures, or disturbance, on the rock faces outside the excavation line so preserving the rock in the soundest possible condition. No separate payment will be made for cushion blasting. The cost of using cushion blasting techniques shall be included in the rates for excavation.

The surface after blasting shall exhibit a regular fracture plane between barrels without back break and with half barrels visible over the major portion of the surface. The surface shall be scaled down of all loose and hollow sounding rock to leave a solid, intact surface. Light charges shall be used for enlarging or correcting the excavated profile and also for excavating trenches.

If in the opinion of the Engineer, the methods of blasting are at any time causing excessive or undesirable disturbance of the rock mass surrounding the excavated space, he may order the Contractor to change his methods of blasting and/or carry out blasting trials until the desired results are achieved. No additional payment shall be made for any change or further trials ordered by the Engineer or any delays resulting there from.

The spacing of holes and explosive charges shall be adjusted so that a minimum of oversize material is produced (a maximum particle size of 600 mm). The Engineer shall have the right to order the Contractor to adjust his blasting pattern and/or carry out secondary blasting at his own cost, should he be of the opinion that the Contractor is not taking sufficient care to produce rock of the required size.

(j) Monitoring of blasts

The Contractor shall supply and operate an approved tri-axial particle velocity meter equipped with a permanent paper trace output, which shall be used as and where directed by the Engineer to monitor blasting work.

The paper trace output records shall show the time and location of each blast, the type and amount of explosive used, together with any other relevant data. Copies of these records shall accompany the daily records required in terms of subclause B1222(i) above.

The Contractor shall 7 days prior to submission of blast designs, complete a single hole detonation for each blast site. This blast is to be accurately monitored by the Contractor in order to obtain the rock factor (k), which will be used in Langefors' formula to estimate the peak particle velocities.

(k) Notification of blasts

Prior to any blasting, 7 days' notice is to be given to the Engineer, relevant authorities and the media. The Contractor shall further notify the Engineer of the intention to blast at least 24 hours before that operation is carried out. The notification shall show the location of and the intended time of each blast and the name of the licensed blaster and shift foreman responsible.

The Contractor shall distribute written notification to all organisations on site, and relevant authorities, 24 hours prior to undertaking blasting. Any delay or postponement of any blasts shall be notified to all organisations immediately. The firing of explosives shall be restricted as detailed in subclause B1222(r) of this specification.

(l) Blasting near structures

The amount of explosives that may be detonated shall not result in a ground vibration with a peak particle velocity in excess of 25 mm/sec at the nearest point of any part of permanent works. Where circumstances dictate, such as when blasting near to partially cured concrete, the Engineer may permit a reduction in the peak particle velocity.

Blasting shall not be carried out within 10 m of any works, unless otherwise agreed to in writing by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(m) Controlled blasting

Controlled blasting methods shall comprise pre-splitting, smooth blasting, line drilling or cushion blasting techniques.

All charges shall be accurately made up and inserted into the holes at the correct spacing, and all holes shall be correctly stemmed and connected in the correct sequence, with detonators being correctly delayed.

If at any time the methods of drilling and blasting do not produce the desired results of a uniform profile and shear face without overbreak, all within the tolerances specified, the Contractor shall be required to undertake tests as until a technique is arrived at that will produce the desired results.

Controlled blasting shall be used in the widening of the cuttings or otherwise where called for by the Engineer.

(n) Drilling

In all controlled blasting, drilling accuracy of perimeter holes is of prime importance and the Contractor shall take particular care and make use of sight lines and guide rails in surface work to control the alignment and depth of blast holes. Holes which are likely to protrude more than 100 mm beyond the excavation profile, shall not be charged up, but shall be redrilled.

The blast pattern shall be accurately set out and holes shall be collared within 50 mm of the required position. Holes which are overdrilled shall be fully stemmed to the required depth before charging up takes place.

The length of perimeter holes for any individual lift shall not exceed 10 m or any lesser depth detailed on the drawings. All perimeter holes for surface blasting shall be drilled to a depth of 1 m below the bottom of any production holes adjacent to the perimeter plane.

(o) Use of explosives

Both cartridge and bulk explosives may be used where appropriate.

In controlled blasting the type, size, decoupling and charge concentration of perimeter and bulk charges shall be within established parameters unless otherwise proven acceptable by site trials.

The bottom charge of a pre-split hole shall not be larger than the line charges unless otherwise directed. The top charge of the pre-splitting hole shall be placed far enough below the collar to avoid over-breaking the final profile.

Adequate stemming shall be used to avoid blow-outs.

(p) Checking and correcting the excavated profile

The excavated profile shall be checked for line, level and underbreak using methods approved by the Engineer. No projections of rock shall protrude within the payment line, except as allowed within the specified tolerances.

The Contractor shall submit his proposals for removing any underbreak to the Engineer for his consent prior to carrying out any such work of removal. Any work executed or delays, which are due to the Contractor having to re-excavate underbreak and then reinstall support shall be carried out without additional payment, and no extension of time will be allowed for this work.

(q) Accommodation and protection of existing services and infrastructure

In the event of the laid-down vibration parameters as detailed in (m) above being exceeded or in the event of a valid recording not being made available as stipulated above, the Engineer reserves the right to ascertain, by whatever means, whether damage was caused by the blast to the service or structure. All costs incurred in establishing such possible resultant damage and the repair thereof will be to the Contractor's account.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Cover blasting shall be used in the vicinity of overhead services (e.g. telephone and power lines) where overhead services may be damaged or affected by blasting activities. The cover blasting shall be such that it sufficiently protects overhead services to prevent any damage to such services.

(r) Blasting

Where blasting needs to be carried out within the road reserve of the existing road, it shall only be allowed outside of the peak hours. The road may not be closed for a period longer than ten (10) minutes during which time all blasting shall be carried out, debris removed from the road surface and the road made safe and passable for traffic.

Failure by the Contractor to adhere to these criteria, or as amended and approved in writing by the Engineer, shall result in the penalty clause under B1502(l) being applied for the period that the road is closed."

B1225 HAUL ROADS

Add the following:

"Where public roads are used for haulage of the material, the Contractor shall be responsible for all maintenance on the roads and also for reinstating the roads after use to a condition at least comparable with that before work commenced. The Contractor shall establish and agree in writing the requirements of the relevant local authorities for both maintenance and reinstatement of the roads. He shall not use such roads until the Engineer is satisfied that these agreements are in place.

Particular care shall be taken where haul roads traverse private farmland and pass close to farm dwellings. Haul roads in general, but particularly in the areas mentioned above, shall be kept continuously damp in order to limit the generation of dust.

The construction (where required), upgrading, maintenance, watering and rehabilitation of haul roads will not be measured separately and shall be deemed to be included in the various rates tendered for obtaining material from the borrow pits and/or from commercial sources. At the end of the Contract, all existing private roads shall be left in at least the same condition as they were at the beginning of the Contract."

B1228 LEGAL PROVISIONS

Add the following:

"The Contractor shall be required to comply with the Occupational Health and Safety Act, No. 85 of 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the project specifications, schedule of quantities and drawings, as well as in the Employer's health and safety specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan, as well as the construction regulations, and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the schedule of quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

SANS EN 50197-1:2000 Cement - Part 1: Composition, specifications and conformity criteria for common cement.

On this Contract CEM II 32.5 N from a reputable supplier shall be used."

Add the following clauses:

"B1230 MATERIALS

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where materials are specified under trade names tenders must be based on these materials. Alternative materials may be submitted as alternative tenders and the Engineer may, after receipt of tenders, approve the use of equivalent materials. The tender must be clearly marked as an alternative tender, failing which the tender may be rejected.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Earth, stone,, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the Employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

B1234 REPORTING OF ACCIDENTS

The Contractor shall report every accident which occurs on the site, within the extent of the works, to the Engineer, within twenty-four (24) hours of such accident occurring, irrespective of whether such accident has a bearing on damage to the works or to persons, property or things. The report must be in writing and must contain full particulars of the accident. Photographs of each accident shall also be included in the report. The Engineer has the right to conduct any or all enquiries, either on the site or elsewhere, as to the causes and consequences of any such accident. The Contractor shall also keep

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

a comprehensive record of all accidents which occur on the road and shall make such records available to the Engineer on demand."

B1237 MEASUREMENT AND PAYMENT

Item		Unit
-------------	--	-------------

B12.01	Protection, removal, re-alignment and replacement of services	prime cost (PC) sum
---------------	--	----------------------------

The prime cost item shall be paid in accordance with the provisions of the General Conditions of Contract sub-clause 6.6 as amended by Particular Conditions of Contract.

Item		Unit
-------------	--	-------------

B12.02	Handling cost and profit in respect of subitem B12.01 percentage (%)	
---------------	---	--

Expenditure under this item shall be made in accordance with the Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under the prime-cost item, which shall include full compensation for the profit in connection with providing the specified service.

Item

B12.03	Employ and mentor SMME subcontractors	Lump sum
---------------	--	-----------------

The tendered sum shall include full compensation for procuring and mentoring of SMME subcontractors as specified in the Appendix C, Socio-Economic Requirements.

SECTION B1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

Add the following new subclause:

"(d) Contractor's ablution facilities

The Contractor shall, at each construction section, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates tendered for the Contractor's time-related obligations."

B1303 PAYMENT

Item		Unit
-------------	--	-------------

B13.02	The Contractor's general obligations:
---------------	--

Add the following pay subitem:

“(d)	Health and safety obligations	month”
------	-------------------------------------	--------

Add the following sub-sub-clause defining "the Contractor's general obligations":

Add the following after the fourth paragraph:

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

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Delete the seventeenth paragraph commencing with "The tendered rate per month for subitem B13.01(c) ..." and replace with:

"The tendered rate per month for subitem B13.01(c) represents full compensation for that part of the Contractor's general obligations which is mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the Commencement Date (as defined in the Conditions of Contract until the end of the period for completion of the works, plus any extension thereof as provided in Clause 5.12 of the Conditions of Contract, provided that -"

Add the following at the end of this payment 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 5.12 of the General Conditions of Contract, shall be calculated by taking account of only payment items for which the unit of measurement is 'month'. All payment items for which the unit of measurement is 'month' shall be deemed to be based upon an average of 23 working days per month."

SECTION B1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

Add the following at the end of the first paragraph:

"It is a requirement of the Contract that the offices for the Engineer's supervisory staff shall be supplied with approved burglar-proofing, the cost of which shall be taken as included in the relevant tendered rates for the provision of the specified building."

Add the following after the last paragraph:

(b) Offices

Add the following subclauses:

- "(xviii) Steel plan cabinets shall be able to accommodate two hundred and fifty A0-sized drawings hanging vertically from approved holders.
- (xix) An electric refrigerator shall have a capacity of at least 200 litres.
- (xx) Floodlights, of the type approved by the Employer, at the offices and laboratory of the supervisory staff shall be controlled by a photocell for security purposes.
- (05i) The cellphones and car kits supplied to the Engineer's site staff shall be supplied for the duration of the Contract. The prime cost sum shall also include for the cost of all telephone calls in connection with contract administration.

A complete telephone service together with fax equipment shall be provided. The prime cost shall also include for the cost of telephone calls, fax and internet transmissions in connection with contract administration."

B1403 HOUSING

(c) Rented accommodation

Replace the full stop at the end of the first sentence of subclause (c)(ii) with a comma and add "and for all services connected with such accommodation."

(d) Accommodation for labourers

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add "Each housing unit shall accommodate three labourers." to the first paragraph.

Replace "one well-ventilated section" in the first line of the third paragraph with "two well-ventilated sections each".

Replace "and another section containing a shower and a wash basin" in the third and fourth lines of the third paragraph with "and another two sections, each containing a shower and a section containing two wash basins".

Replace the second last sentence of the third paragraph with "It shall have a roof and one outside door only, provided with a lock and two keys, and each section with a latrine shall also be provided with a lockable door with two keys."

Add "The cooking unit shall also be provided with a dining-table, ten chairs, a steel refuse bin, a 210-litre refrigerator and a kitchen cupboard." to the fourth paragraph.

Insert "and plug points as shown on the drawings" after "lights" in the second line of the seventh paragraph.

Replace the last paragraph with the following:

"All prefabricated houses, servants' quarters and accommodation for labourers shall be supplied with approved burglar-proofing."

Add the following:

"The size, layout and number of fixtures and items of furniture for each unit shall be in accordance with the details on the drawings."

B1404 SERVICES

(b) Water, electricity and gas

Add the following:

"The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. Payment for the voltage regulator shall be deemed to be included in the rates tendered for the supply of power. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the Contractor shall be liable for payment of all repair or replacement costs of such damaged items.

A diesel driven generator plant must be provided to the site that must automatically engage in the event of a power failure to ensure an uninterrupted power supply to the offices of the Engineer and the laboratory, as well as the Contractor's own requirements. The cost of this plant shall be included in rates tendered for supply of services to the offices and laboratory."

(c) Maintenance

Replace the contents of this subclause with the following:

"The Contractor shall supply all labour, equipment and materials required for keeping the offices, laboratories, ablution units, car-ports at the offices and laboratories, and the housing for labourers in a neat and clean condition, and shall immediately undertake repairs requested by the Engineer to the offices, laboratories, ablution units, carports, rented houses and the housing for labourers. The Contractor is not responsible for keeping rented houses in a clean and neat condition, nor for tending to or caring for the gardens."

B1406 MEASUREMENT AND PAYMENT

Item	Unit
-------------	-------------

B14.04 Office and laboratory fittings, installations and equipment:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (a) Items measured by number

Add the following subitems:

- "(xix) A0 plan holders to accommodate 30 drawings hanging verticallynumber
- (05) Floodlights complete with poles and minimum 500 watt globesnumber
- (05i) Rain gaugenumber

The tendered rate for subitem B14.03(a)(05) shall include for the operation of the lights from sunset to dawn for the full duration of the Contract."

- (b) Prime cost items and items measured and paid for in a lump sum

Add the following subitems:

- "(ix) Provision of cellphones, including all costs, for calls in connection with contract administration prime cost (PC) sum
- (x) Handling costs and profit in respect of subitem B14.03(b)(ix) above percentage (%)

The tendered percentage is a percentage of the amount actually spent under subitems B14.03(b)(ix) and (x) which shall include full compensation for the handling costs of the cellphone, telephone services and fax facility."

SECTION B1500 : ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

"It is a condition of this Contract that traffic is accommodated, taking into account the provisions of the latest edition of the *South African Road Traffic Signs Manual* (SARTSM). The latest version for use in the accommodation of traffic is Volume 2, Chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers - tel: (012) 334 4507/8/9 or (012) 334 4510, fax: (012) 323 9574.

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

B1502 GENERAL REQUIREMENTS

Insert the following after the heading:

"The Contractor shall programme his work taking due cognizance of restrictive conditions indicated in clause B1204. The Contractor's tendered rates shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment as a result of such *modus operandi* will be considered. The Contractor shall in particular note that no additional compensation shall be made for work that could be considered as half-width construction."

(a) Safety

Add the following:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The main Contractor shall be fully responsible for all the traffic accommodation on site, including for work undertaken by subcontractors, e.g. at bridges, electric work, etc.

Traffic shall be accommodated as indicated on the drawings unless an alternative tender incorporating an amended method of traffic accommodation has been accepted.

The Contractor shall keep the regional traffic police, the municipal traffic department and the Engineer fully informed with regard to any changes to the agreed traffic accommodation scheme.

During the non-working hours, or when construction is not taking place on a certain section of road all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed to an approved safe location or effectively covered. No traffic signs will be stored in the road reserve.

The whole of the site will be handed over to the Contractor at the beginning of the Contract. The sequence in which various parts of the site may be occupied by the Contractor for the execution of the different items of work shall be subject to the requirements of the contract documents regarding, *inter alia*, working hours and the number, spacing and length of the work areas which may be occupied at any particular time.

If required, the Contractor shall provide lane closures for the supervisory staff of the Engineer to enable them to inspect specific sections of road. This must be done in advance of the actual programmed time for the work."

Add the following subclauses:

"(k) Site personnel

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

Reflective safety jackets shall comply with SANS 50471 as follows:

Class jacket: Class 2

Background material: Fluorescent orange-red or fluorescent yellow

Retro-reflective performance: Level 1

Water vapour resistance: Class 2

Garment type: Waistcoat or jacket, provided that no waistcoats shall be allowed during night work.

(l) Failure to comply with provisions

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

- A fixed penalty of R2 750,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and/or the project specifications.
- A time-related penalty of R550,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(m) General requirements and specifications

The following general requirements must be adhered to for the entire Contract period:

- (ii) Failure to comply with any of the requirements for the accommodation of traffic will result in penalties being imposed as specified in Section B clause B1502(l).
- (iii) The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (iv) Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the Engineer to bring works to a stop until the road signs, etc., have been repaired to his satisfaction.
- (v) The Contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered.
- (vi) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the *South African Road Traffic Signs Manual (SARTSM)*, June 1999."

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, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and the *South African Road Traffic Signs Manual (SARTSM)*, June 1999, and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the above-mentioned traffic-control devices are present where required at all times and are functioning properly, and to replace at his own cost any that have been damaged, lost, stolen or obliterated."

(a) Traffic-control devices

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

"Two-way communication systems in good working condition shall be available at both ends of those sections of the works where the road is barricaded and only one-way traffic is accommodated. A standby communication system set in good working order shall also be made available."

Add the following after the last paragraph:

"The Contractor shall provide portable shelters to protect his personnel who regulate the STOP/GO signs against the elements. The personnel regulating the traffic shall at all times wear reflective safety jackets."

(b) Road signs and barricades

Add the following to the second paragraph:

"All temporary road signs shall be manufactured using class III yellow and red retro-reflective sheeting, subject to the following:"

Add the following after the last paragraph:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The traffic-control devices, temporary signs and devices required in the Contract are those designated in the SARTSM.

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

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

(c) Channelization devices and barricades

Add the following paragraphs:

"TW 401 and TW 402 delineators shall comply with the following requirements:

- (i) They shall be manufactured from a flexible material and shall comply with SANS 1555. The blade portion of the delineator shall be positively affixed to a base unit, which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- (ii) The blade shall be retro-reflectorised, with class I yellow sheeting on the side facing oncoming traffic.
- (iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.
- (iv) The delineators shall be subject to the approval of the Engineer.
- (v) The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer."

(e) Warning devices

Add the following after the last paragraph:

"(i) Vehicle-mounted flashing lights

Rotating lights shall have an amber lens with a minimum height of 200 mm and shall be mounted in order to be clearly visible 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 LDVs and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling on, or parked alongside, roads open to public traffic.

The Contractor shall provide the Engineer with four (4) rotating amber-coloured flashing lights. These lights shall be at least 200 mm high, shall have magnetic bases and must be equipped with fittings to draw

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

power from a cigarette lighter point in a vehicle. No separate payment will be made for the supply and maintenance of these flashing lights and full compensation therefor shall be included in the rates tendered for in Section 1500.

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

Add the following subclauses:

"(g) Other traffic-control measures ordered by the Engineer

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc., not measured in standard payment items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the Engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the Engineer may arrange for advertising in the press and/or for other forms of publicity.

(h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the Engineer. No flagman shall be on duty for a period of more than 10 hours per day.

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

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

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

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

(i) Safety jackets

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

The Engineer, his personnel and visitors shall wear safety jackets at all times when they move about the site. The Contractor shall provide the Engineer with four (4) safety jackets. The safety jackets shall be orange in colour and shall be submitted for the Engineer's approval before they are purchased. No separate payment will be made for the safety jackets and full compensation therefore shall be included in the rates tendered for in Section 1500.

(j) Other signs or facilities

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc., not measured in standard payment items. The road signs shall conform to the requirements of Part 13 of Volume 2 of the *South African Road Traffic Signs Manual (SARTSM)*, June 1999, or specification provided by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers."

B1505 TEMPORARY DRAINAGE WORKS

Add the following to the last paragraph:

"The construction of temporary culverts shall be in accordance with Section 2200. Temporary culverts no longer required shall be removed as directed by the Engineer. Excavations shall be backfilled with suitable granular material and compacted to the densities specified by the Engineer."

B1522 RETRO-REFLECTIVE MATERIAL

Retro-reflective material for temporary signs shall comply with the requirements of SANS 1519-1. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in clause B8118.

B1517 MEASUREMENT AND PAYMENT

Item	Unit
-------------	-------------

B15.01 Accommodating traffic and maintaining temporary deviations

Add the following after the second paragraph:

"The accommodation of traffic and the maintenance of deviations shall be measured once only along the centre line of the road, irrespective of the type of work to be executed or the number of times necessary to accommodate traffic over any particular part of the road.

The limits for any particular section of road over which traffic has to be accommodated and deviations have to be maintained shall be the distance measured between the limits of construction of the particular section of road under consideration. Only the net distance of the road shall be measured and overlapping distance during staged rehabilitation shall not be measured."

Item	Unit
-------------	-------------

B15.15 Penalties:

(a) Fixed penalty per occurrencenumber

(b) Time-related penalty hour (h)

In subitem B15.15(a) a fixed penalty of R2 750,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and Section B1500 of the project specifications.

In addition in subitem B15.15(b), a time-related penalty of R550,00 per hour over and above the fixed penalty in subitem B15.15(a) shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within reasonable time after the Engineer has given an instruction to this effect. The Engineer's instruction shall state the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to the instruction, the time-related penalty will be applied from the time the instruction was given."

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SECTION B1600 : OVERHAUL**B1602 DEFINITIONS****(b) Overhaul**

Delete the subclause and replace with:

"Payment shall only be made for material hauled in excess of 5 kilometre. Overhaul shall be measured as the product of the volume of material hauled and the overhaul distance."

(d) Free-haul distance

Replace the last sentence with:

"This distance shall be 5 kilometre in the case of all overhaul materials."

B1603 MEASUREMENT AND PAYMENT

Delete "(restricted overhaul from payment item B16.01)".

Amend the description of payment item 16.02 as follows:

"Item	Unit
B16.02 Overhaul on material hauled in excess of 1,0 kilometre.....	cubic metre-kilometre (m³-km)"

Delete the first paragraph of the first set of notes.

SECTION B1700 : CLEARING AND GRUBBING**B1701 SCOPE**

Add the following after "grubbing" in the first paragraph:

"including the demolishing and disposal of structures, shelters, dwellings and out-buildings within the new road reserve at a site provoked by the Contractor, approved by the Engineer."

Add the following:

"This section also covers the removal of boulders adjacent to the top of cuts."

B1702 DESCRIPTION OF WORK**(a) Clearing**

Add "of the roadway and for temporary deviations/roads" after "Clearing" in the first paragraph.

Add the following to the third paragraph:

"Boulders exceeding 0,15 m³ in volume adjacent to the tops of cuts within the road reserve that are considered by the Engineer to be unstable, shall be removed by the Contractor and disposed of at approved dumping sites provided by the Contractor."

(b) Grubbing

Add "and along temporary deviations/roads," after "In the roadway" in the first paragraph.

(c) Conservation of topsoil

Add to the end of the first paragraph:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"The Contractor will not be required to remove topsoil to more than an average depth of 400 mm, from any particular area. The depth of topsoil removed shall be reliant on the terrain, suitability of material and topsoil requirements of the work."

Replace the second paragraph of this clause with the following:

"After clearing and grubbing, all topsoil shall be removed to either windrows alongside the construction area or to stockpile. Where ordered by the Engineer, any topsoil that shall be required for the topsoiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities. Where new borrow pits are to be opened up the topsoil shall first be removed (independently of the overburden) and placed in temporary stockpiles at the edge of the borrow pit. The moving of topsoil from windrow or the loading of topsoil from temporary stockpiles and the placing and spreading of thereof on cut or fill slopes or on borrow pit spoil sites, is covered in Section 5800.

Refer also to clause B5802(g) of this project specification."

Add the following subclause:

"(e) Clearing household refuse from the road reserve

Where household refuse has been deposited within the road reserve, it shall be removed to approved dumping sites provided by the Contractor."

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

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

"The portions of the road reserve falling within the limits of the road prism, along temporary deviations/roads and certain borrow areas, shall be cleared and grubbed using conventional (non-labour intensive) methods."

Delete "normally" in the second line of the second paragraph.

Add the following:

"A penalty of R5 000,00 shall be imposed for every tree which is unnecessarily removed or damaged."

(c) Disposal of material

Replace the second paragraph with the following:

"The Contractor shall dispose of all trees, tree stumps, rubble, undesirable material removed from hydraulic structures, refuse, and all non-combustible rubbish at approved dumping sites provided by the Contractor. The material disposed of shall be covered up with soil or. No extra-over or additional payment will be made for disposing of and covering up material and full compensation for this work will be deemed to be included in the rate tendered for item B17.01."

(d) Reclearing of vegetation

Replace "in the same manner as for the first clearing operation." in the last paragraph with "by using labour-intensive methods."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1704 MEASUREMENT AND PAYMENT

Item	Unit
B17.01 Clearing and grubbing	hectare (ha)

Replace the last paragraph with the following:

"The tendered rates shall include full compensation for all work necessary for the clearing and grubbing of the surface, the demolishing and disposal of structures, shelters, dwellings and out-buildings, the removal of all vegetation, shrubs, trees and tree stumps (except large trees and stumps as defined in item 17.02), cutting of branches, backfilling of cavities, the removal, transporting (including all haul) and disposal of material at approved dumping sites provided by the Contractor, and all additional costs incurred to clear and grub the surfaces to the Engineer's satisfaction.

Clearing and grubbing of borrow areas will only be measured and paid for in the cases specified in subclause 3104(b)."

Add the following to the measurement and payment paragraphs:

"Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items under item B13.01."

Add the following to the measurement and payment paragraphs:

"Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work."

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SECTION B1800 : DAYWORKS**B1801 SCOPE**

This section covers the listing of daywork items in accordance with the General Conditions of Contract, Sub-Clause 6.5 for the use in, determining payment for work which cannot be quantified in specific units in the schedule of quantities, or for work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the schedule of quantities.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless written authorisation has been obtained from the Engineer.

B1803 MEASUREMENT AND PAYMENT

Item	Unit
-------------	-------------

B18.01 Personnel:

(a) Personnel during normal working hours:

D1	(i)	Unskilled labour	hour (h)
D2	(ii)	Semi-skilled labour	hour (h)
D3	(iii)	Skilled labour	hour (h)
D4	(iv)	Ganger	hour (h)
D5	(v)	Foreman	hour (h)

(g) Personnel outside normal working hours: Saturdays

D6	(i)	Unskilled labour	hour(h)
D7	(ii)	Semi-skilled labour	hour (h)
	(iii)	Skilled labour	hour
	(iv)	Ganger	hour
	(v)	Foreman	hour (h)

(c) Personnel outside normal working hours: Sundays and public holidays

D8	(i)	Unskilled labour	hour (h)
	(ii)	Semi-skilled labour	hour (h)
	(iii)	Skilled labour	hour (h)
	(iv)	Ganger	hour (h)
	(v)	Foreman	hour (h)

Item	Unit
-------------	-------------

B18.02 Equipment:

(a)	Backhoe loader, 55-70 kW 0,5m3 bucket	hour (h)
(b)	Compressor, 7,0m3 per min	hour (h)
(c)	Self propelled vibratory roller, 9-12 tons	hour (h)
(d)	Pneumatic tyred roller, gross mass to range from approx. 4,5 tons unloaded to 18 tons loaded	hour (h)
(e)	Hand propelled vibratory roller, 0,5 ton mass	hour (h)
(f)	Tractor for towing, 105 kW power	hour (h)
(g)	Crawler excavator minimum power 105 kW	hour (h)
(h)	Front-end loader minimum power 90 kW	hour (h)
(i)	Vibrating plate compactor minimum power 2 kW	hour (h)
(j)	Platform truck minimum load mass 10 tons	hour (h)

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

(k)	Tip truck minimum load capacity 10 tons	hour (h)
(l)	Water tank truck minimum capacity 10 kl	hour (h)
(m)	Self-propelled motor grader mass not less than 9 tons, power approx. 100 kW	hour (h) hour (h)
(n)	Gridroller, 15 tons mass	hour (h)
(o)	Mobile crane with lifting capacity of 5 tons	hour (h)
(p)	Low bed trailer with mechanical horse	hour (h)
(q)	Flat steel wheeled roller, 9-12 tons mass	hour (h)
(r)	Track-type bulldozer, 200kW power	hour (h)
(s)	Traxcavator 80 kW power	hour (h)
(t)	900 CFM Compressor	hour (h)
(u)	AC Drilling Rig	hour (h)

Item	Unit
-------------	-------------

B18.03 Materials:

- | | | |
|-----|---|------------------------|
| (a) | Procurement of materials | provisional (Prov) sum |
| (b) | Contractor's handling costs, profit and all other charges
in respect of subitem B1803(a) | percentage (%) |

Item	Unit
-------------	-------------

B18.04 Transport:

- | | | |
|-----|---------------------|----------------|
| (a) | LDV | kilometre (km) |
| (b) | Flatbed truck | kilometre (km) |

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

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

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

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

The unit of measurement for subitem B18.03(a) shall be the amounts 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 engineer, shall be paid for.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

The percentage tendered for subitem B18.03(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B18.03(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 unit of measurement for item B18.04 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the engineer.

The tendered rate for item B18.04 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

The above mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

SECTION B2100 : DRAINS

B2101 SCOPE

Amend the first paragraph to read:

"This section covers all work, both rehabilitative and new work, in connection with the excavation and construction of open drains, subsoil drainage, banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Engineer, as well as the test flushing of subsoil drains."

"B2105 CLASSIFICATION OF MATERIALS USING CONVENTIONAL METHODS"

Replace the last paragraph with the following:

"Intermediate material: All material that is harder than the classification 'hard material' indicated in subclause B1231(c) for labour-intensive excavation yet softer than 'hard material' as stated above."

Replace the heading of clause 2106 with the following:

"B2106 MANHOLES, OUTLET STRUCTURES, JUNCTION BOXES AND CLEANING EYES"

Insert ", junction boxes" after "manholes" in the first line.

Insert the following paragraph after the last paragraph:

"The end of each subsoil outlet shall be marked with a 600 mm x 300 mm galvanized steel plate fixed to the top portion of the fence line opposite each subsoil outlet structure in accordance with the details on the drawings."

B2107 MEASUREMENT AND PAYMENT

Item

B21.01 Excavation for open drains

Add the following to the third paragraph:

"The tendered rate shall also include full compensation for trimming the open drains."

Add "subclause B1231(c) and in" after "in" in the last line of the last paragraph.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B2200 : PREFABRICATED CULVERTS**B2203 MATERIALS****(b) Portal and rectangular prefabricated concrete culvert units**

Replace this subclause with the following:

"Precast concrete units shall comply with the requirements of the latest SANS 986:2006 specification.

Prior to the manufacture of any units the manufacturer shall submit his quality plan to be approved by the Engineer before delivery of any units to site. As part of the quality plan submitted for approval copies of calibration certificates of both gauges used for proof loads and cover meters used at the factory shall be supplied to the Engineer. The originals of these certificates shall at all stages also be available for inspection at the factory premises. The manufacturer shall check each precast unit for cover compliance, and random checking of units shall not be permitted. The Engineer's Representative may visit the factory at any stage to ascertain adherence to the quality plan, as well as to check covers before delivery to site. Any substandard cover shall result in the batch being rejected. Should the manufacturer not be adhering to their quality plan, the Engineer may exercise the right to reject the use of products from the manufacturer concerned. The Employer shall also be informed in all such cases.

For durability requirements due to the reduced cover provided for pre-cast culverts all durability testing shall be done in accordance to clause B6404(h) shall fall within the severe category. For units within the 5 km zone from the coast the very severe category shall be used and increased cover shall be as specified by the Engineer."

B2204 CONSTRUCTION METHODS

Add the following:

"Culverts shall be installed by the 'trench method'.

When instructed by the Engineer, measures shall be taken to reduce the effect of unsuitable material at the positions of prefabricated culverts. This will entail the additional excavation of a minimum of 1 m of in-situ material to a minimum width of 4 m, the even chamfering of the sides of the excavation to a grade of 1:4 and backfilling the excavation with imported fill material with at least G10 quality compacted to 90% of modified AASHTO density. Additional excavation as described above will be paid for under item 33.07. Backfilling of the excavation will be measured and paid for under item 33.01."

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD**(a) Depth of excavation**

Add the following after the first sentence of the first paragraph:

"The maximum overall depth of the trench shall, however, not exceed 2,0 m."

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS**(a) Concrete pipe culverts**

Add the following after the first paragraph:

"When instructed by the Engineer or when measures are required to reduce the effect of unsuitable material below culverts, the pipe joints shall be sealed with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material glued symmetrically around the joint, using an adhesive recommended by the manufacturer of Bituthene. A 150 mm wide strip of adhesive shall be applied to the edges of the Bituthene. An overlap of 150 mm shall be provided and the two layers of Bituthene at the overlap shall be glued together over the full area of 150 mm x 500 mm."

(i) Class A bedding

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following:

"12 mm thick Flexcell or an approved equivalent material shall be placed in the concrete bedding below all pipe joints."

(b) Portal and rectangular culverts

(iii) Placing the portal portions of culverts

Add the following:

"When instructed by the Engineer or when measures are required to reduce the effect of unsuitable material below culverts, the culvert joints shall be sealed with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material glued symmetrically around the joint, using an adhesive recommended by the manufacturer of Bituthene. A 150 mm wide strip of adhesive shall be applied to the edges of the Bituthene."

(f) General

Add the following:

"Where the grade of the culvert is such that it would require a trench deeper than 2,0 m, the culvert shall be constructed in stages as the fill progresses. The construction shall normally begin at the outlet or downstream end of the culvert and backfilling shall be done in horizontal layers starting at the lower end.

No additional payment will be made under Section 3300 or under this section for constructing the fill or culverts in stages as described above."

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Add the following before the last paragraph:

"The method and material used for backfilling and fill around corrugated metal arch culverts shall be in accordance with suppliers' specifications."

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

Replace the heading and first paragraph with the following:

"B2212 INLET AND OUTLET STRUCTURES, CATCHPITS, MANHOLES AND SKEW-END PIECES FOR PORTAL AND RECTANGULAR CULVERTS

Inlet and outlet structures for prefabricated culverts, catchpits, manholes, and skew-end pieces for portal and rectangular culverts shall be constructed in accordance with the details on the drawings."

(i) Prefabricated energy dissipators in outlet structures

Replace the paragraph with the following:

"When shown on the drawings or instructed by the Engineer, the Contractor shall supply and install prefabricated reinforced-concrete blocks in outlet structures. The blocks shall be class 20/19 concrete manufactured to the dimensions shown on the drawings or listed in the schedule of quantities. All concrete work shall comply with the requirements of Series 6000."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following subclauses:

"(j) Prefabricated concrete cover slabs for kerb inlets

Prefabricated reinforced-concrete cover slabs for kerb inlets, complete with steel supporting structures, shall be manufactured and installed in accordance with the details on the drawings. All concrete work shall comply with the requirements of Series 6000.

(k) Building in pipework

Pipework shall be built into concrete as shown on the drawings. The pipework shall be set into exact position in the shutters before the concrete is placed and the concrete thoroughly compacted and worked around the pipework. Alternatively, at the discretion of the Engineer and at no extra cost, unless specifically provided for in the schedule of quantities, holes may be left or formed in the concrete into which the pipework shall be set, whereupon the space around the pipework shall be caulked with concrete having just sufficient water to ensure water tightness and thereafter the caulking shall be properly cured.

The joint between the old and fresh concrete shall be made in accordance with clause 6408: Construction joints.

Where pipes enter brickwork they shall be caulked into the wall and rendered with mortar."

B2215 SERVICE DUCTS

Replace the last paragraph with the following:

"The end of each duct shall be marked with a 300 mm x 300 mm x 100 mm class 20/19 concrete marker block. A 200 mm x 100 mm galvanized steel or aluminium plate with the size, number and depth of pipes stamped on the surface shall be affixed to the top of the marker block. Each duct marker shall be at least 50 mm proud of the finished surface level."

SECTION B2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS

B2302 MATERIALS

(b) Kerbing and channelling

Add the following after the first sentence:

"Irrespective of the minimum transverse strength specified in SANS 927, all concrete shall be class 25/19."

(c) Joint sealant

Delete the third paragraph and substitute with the following:

"(iii) Silicone based joint sealants shall comply with the requirements of subclauses 7102(e)(iii) and (iv)."

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

Replace "1:4:8/25" in the second line of the last paragraph with "1:4:8/38".

Add the following:

"A 10 mm wide joint formed in inert filler shall be provided every 20 metres through the kerbing and channelling. The colour of the filler shall match the colour of the kerbing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Curved kerbing of radius less than one metre shall be cast in situ. Units for curved kerbing of radius greater than 1 m up to 4 m shall be of nominal length 0,3 m. Units for curved kerbing of radius greater than 4 m up to 20 m shall be of nominal length 0,5 m. Units for radius exceeding 20 m shall be of nominal length 1 m. Any associated channelling shall also comply with the above requirements."

(e) Cast in situ kerbs and channels

Add the following:

"Cast in situ kerbs, channels and edge beams shall be provided with a contraction joint every 2 m and an expansion joint every 20 m. The contact area of the contraction joint shall be painted with two coats of bitumen. Alternatively, joints may be cut and finished to a depth of 50 mm. The expansion joint shall consist of 12 mm thick Flexcell or an approved equivalent placed between adjoining concrete sections. The top part of the joint shall be sealed with a 12 mm x 12 mm silicone sealant. All joints shall be provided for the full depth of the concrete."

(g) Concrete-lined open drains

Add the following:

"When instructed by the Engineer, the surfaces on which concrete lining is to be cast shall be sprayed with invert bituminous emulsion as soon as possible after the excavations have been trimmed. The sprayed surfaces shall be maintained until the concrete lining is cast. The nominal rate of application of the emulsion shall be 0,5 litre/m² unless otherwise instructed by the Engineer. The tolerance in the rate of application shall be $\pm 5\%$ of the specified rate."

(i) Construction sequence

Add the following:

"(iv) Where concrete edge beams are constructed at intersection areas and access points.

The specifications for (i), (ii) and (iii) shall apply *mutatis mutandis* to edge beams."

B2307 MEASUREMENT AND PAYMENT

Replace the description of item 23.01 with the following:

"Item	Unit
D9 B23.01 Concrete kerbing:	
(a) Prefabricated battered kerb, SABS 927:2013 Fig 8C	metre (m)
(b) Casting and laying kerbs by SMME contractor	Provisional Sum (Prov Sum)
(c) Handling cost and profit in respect of item B23.01 (b) percentage (%) "	

Add the following to the payment paragraph:

"The tendered rates shall also include full compensation for the construction of expansion and contraction joints as specified.

Expenditure under this item shall be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under subitem B23.01 (b), which shall include full compensation for the handling costs of the contractor, and the profit in connection with B23.01 (b)."

Item

B23.08 Concrete lining for open drains

Add the following sub items

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- | | | |
|-----|--|----------------------------|
| (c) | Cast in situ concrete Class 25/19 lining and Class U2 surface finish to cast in situ concrete by SMME contractor | Provisional Sum (Prov Sum) |
| (d) | Handling cost and profit in respect of item B23.08 (b) | Percentage (%) |

Add the following to the payment paragraph:

"Expenditure under this item shall be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under subitem B23.08 (c), which shall include full compensation for the handling costs of the contractor, and the profit in connection with B23.08 (c)."

Replace the description of item 23.15 with the following:

"Item	Unit
B23.15 Precast concrete blocks in outlet structures (25/19), complete as shown on the drawings	number"

Add the following:

"The tendered rate shall include full compensation for procuring, furnishing and installing the precast concrete blocks as specified."

SECTION B3100 : BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

Add the following after subclause (a):

"Before the Contractor enters private property to open borrow pits, construct access roads, temporarily occupy certain land or inspect the relevant areas, he shall negotiate with the owners concerned and advise them of his intentions.

The Contractor shall adhere to the environmental management plan for borrow pits as prepared in accordance with the requirements of the Department of Mineral and Energy Affairs for any of the stated borrow pits he intends to develop.

Should the Contractor intend to utilize any new borrow pits, an environmental management plan (EMP) should be drawn up to the requirements of and for the approval of the Department of Mineral and Energy Affairs before opening such borrow pits.

The Contractor is also responsible for rehabilitating the borrow pits after completion of the project in accordance with the approved EMP."

B3103 OBTAINING BORROW MATERIALS

Add the following new paragraph:

"The Contractor shall adhere to the requirements within the environmental management plan for the preparation of the area to be utilised as a borrow pit. This shall include the removal and storage of the topsoil within the affected area, maintenance of the area during use and the rehabilitation of the area to its natural state on completion. A photographic record shall be kept of all borrow pit areas. Any construction material spoiled within these sites shall be buried to a depth of no less than 300 mm below the surface soil. No construction material of any nature shall be left visible after topsoiling. The Engineer shall confirm this before grassing commences. The area shall be kept free of all undesirable plant material."

(a) General

Add the following:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"The acquisition and compensation for land from which borrow material is obtained shall be negotiated and paid for by the Employer."

(c) Use of borrow materials

Add the following to the second paragraph of this subclause:

"Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the Contractor shall be the Contractor's responsibility and entirely at his own expense."

Add the following new paragraphs to the end of this subclause:

"The Engineer shall instruct the Contractor as to the applicable usage of borrow pits always employing the best economic alternative (lowest cost in terms of tendered rates) taking cognizance of the following:

- Quality of material
- Haulage distance
- Hardness of material
- Overburden
- Compensation of landowner.

Under no circumstances shall the Contractor be entitled to any additional compensation in respect of any instruction by the Engineer as to the correct usage of borrow pit material.

No quantity diagrams for layerworks are provided and sourcing of material for layerworks will be finalized during the construction period."

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

Add the following:

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

(a) Removing topsoil

Add the following:

"The topsoil shall not be stockpiled for longer than 6 months, nor shall the stockpile be higher than 2,0 m."

(c) Excess overburden

Add the following:

"In the case of the quarries and borrow pits, suitable overburden shall be used as fill and the Contractor must plan his operations accordingly and no payment will be made for stockpiling."

(d) Excavating borrow material

Add the following:

"The Contractor shall at all times ensure that the removal of the material is carried out in such a manner that the stability of the exposed faces is not prejudiced and safe working conditions are maintained."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

(a) Borrow areas

Add the following after the fourth paragraph:

"The finishing-off of the borrow areas shall also be in accordance with the approved EMP."

B3108 MEASUREMENT AND PAYMENT

Notes (at the end of payment items):

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Note 1: Borrow material

Add the following after the second paragraph of this subclause

"The tendered rate shall include full compensation for all moneys payable and all expenses incurred by the Contractor for the acquisition of all material for the proper completion of the works, irrespective of whether the material is obtained from borrow pits obtained by the Employer, from commercial sources or from borrow pits obtained by the Contractor himself."

SECTION B3200: SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE LAYERS

B3203 STOCKPILING THE MATERIAL

In the third paragraph, replace the second and third sentences with:

"Before any stockpiling may be done the area shall be cleared of topsoil to a sufficient depth that will subsequently allow for the complete rehabilitation of the site with a cover of topsoil that does not exceed 100 mm in depth and is not less than 75 mm in depth. If there is insufficient topsoil, the Contractor shall acquire whatever balance is needed to rehabilitate the area at his own cost. No make-up topsoil shall be taken from the road reserve. The topsoil shall be stored in an area that shall not be affected by construction activities nor impede the natural flow of water. The topsoil so windrowed or stockpiled and its surrounds shall be kept free of all undesirable vegetation. The Contractor shall not commence his stockpiling activities without prior written approval from the Engineer that the site has been adequately prepared.

After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition by ripping of the affected areas, re-landscaping if necessary, reinstatement of the topsoil and re-vegetation."

B3205 CRUSHING AND SCREENING

Add to the first paragraph the following:

"The crushing of material shall only take place on the written instructions of the Engineer."

B3208 PLACING AND COMPACTING THE MATERIAL IN LAYER THICKNESSES OF 200 mm AND LESS AFTER COMPACTION

(a) Spraying and mixing

(i) General requirements

Add to the second paragraph:

"When pavement material is to be stabilized, the moisture content of this material to be compacted shall be at 1% below the optimum moisture content, unless otherwise approved by the Engineer."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B3300 : MASS EARTHWORKS**B3302 MATERIALS****(b) Fill**

Add the following to subitem (iv):

"The maximum swell at 100% modified AASHTO compaction shall not be more than 2%."

B3305 TREATING THE ROADBED**(a) Removing unsuitable material**

Replace "or" in the eighth line of the third paragraph with "and".

(d) In situ treatment of roadbed

Add the following after the second paragraph:

"Shales and mudstone shall under no circumstances be subject to the above treatment."

B3306 CUT AND BORROW**(a) Dimensions of cuts**

Replace the second sentence of the third paragraph with the following:

"No additional or extra over payment will be made for widening existing or partly completed cuttings along the road. The widening of such cuttings shall be measured and paid for as 'cut and borrow to fill' (item B33.01) or 'cut to spoil' (item B33.04) as instructed by the Engineer."

(c) Borrow

Replace the first sentence of the second paragraph of this subclause with the following:

"Where insufficient material is available for fill from cut, material will be imported from commercial sources, designated borrow pits, Employer identified sources or stockpiles of milled pavement layers (which may include asphalt), or stockpiled materials excavated from nearby developments. The Contractor shall use only material that conforms to specification, and keep over-haul to a minimum."

(e) The temporary stockpiling of materials

Replace the contents of this subclause with the following:

"The Contractor shall plan his activities in such a manner so that materials excavated from borrow areas and cuttings can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the stockpiled material is to be used."

(f) The disposal of surplus material

Add the following after the first paragraph:

"Material shall be disposed of by side spoiling only on the written instructions of the Engineer."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(g) General

Add the following after the first sentence of the second paragraph:

"The final cut surface in hard excavation shall not be more than 0,5 m below the specified slope face, measured at right angles to the strike and dip directions of the slope face."

B3307 FILLS**(a) General**

Add the following:

"Where existing embankments are to be widened, or where new embankments are to be constructed adjacent to existing embankments, the existing side slopes shall be benched as specified in subclause 3307(d) and in accordance with the details on the drawings.

In addition the material in the fill widening shall, unless otherwise instructed by the Engineer, be compacted as follows:

- (i) where the thickness exceeds 1,2 m, it shall be compacted to a minimum of 93% modified AASHTO density to a depth of at least 1,2 m below the final road level."

(c) Constructing a pioneer layer

Add the following at the end of the first paragraph:

"Where instructed by the Engineer or shown on the drawings, the pioneer layer shall be wrapped in a grade 5 geotextile."

(d) Benching

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

"The dimensions of benches as well as the extent to which existing fills have to be cut back to form benches shall be subject to the Engineer's approval."

Add the following:

"In order to obtain sufficient working width for road-building equipment when the existing road fill is widened, it may be necessary to form benches that extend beyond the normal road prism or to cut back into the existing road fill or both. The Contractor shall submit his proposals in this regard to the Engineer for approval before proceeding with such work. The Contractor will be paid in accordance with the relevant payment items for work required to obtain a working width of up to 4 m. Additional work required to provide a working width in excess of 4 m shall be at the Contractor's expense."

(i) Widening of fills

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

"No additional or extra over payment will be made for widening of existing fills along the road. The widening of fills shall be measured and paid for under items B33.01 as instructed by the Engineer."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following subclause:

"(k) Constructing a coarse fill layer

Coarse fill (so-called pioneer/rock fill layer as indicated on the drawings) shall consist of material which conforms with G10 specifications as per TRH 14: table 13 and shall be compacted to 90% of modified AASHTO density. The coarse fill shall be constructed to a specified thickness as indicated on the drawings.

B3310 CONSTRUCTION TOLERANCES

(a) Levels

The level tolerances referred to in clauses 8205 and 8305 shall be as follows for all fill layers:

$$\begin{array}{lcl} H_{90} & = & 22 \text{ mm} \\ H_{\max} & = & 30 \text{ mm} \end{array}$$

Add the following subclause:

"(c) Layer thicknesses

The thickness tolerances referred to in clauses 8205 and 8305 for the 150 mm – 200 mm natural fill layer compacted to 90% of modified AASHTO density, shall be as follows:

	D ₉₀	D _{max}	D _{average}
Fill layer	30 mm	40 mm	10 mm"

B3312 MEASUREMENT AND PAYMENT

General directions

(3) Work in restricted areas

Delete the contents of this subclause and replace it with the following:

"No additional or extra over payment will be made for work in restricted or confined areas."

Amend the description of item 33.01 as follows:

"Item

Unit

33.01 Cut and borrow to fill, including free-haul up to 1,5 km:"

Change the description of item 33.01 to the following:

B33.01 Cut and borrow to fill, including free-haul up to 5,0 km:"

Delete the second paragraph.

In the fifth paragraph replace "free-haul distance of 0,5 km" with "free-haul distance of 5,0 km".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item**33.04 Cut to spoil, including free-haul up to 0,5 km. Material obtained from:**

Change the description of item 33.04 to the following:

"B33.04 Cut to spoil, including free-haul up to 1,0 km. Material obtained from:"

Replace the fourth measurement and payment paragraph with the following:

"The tendered rates 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 over the haul distance, off-loading and disposing of the material as specified, including shaping and levelling off any piles of spoil material.

It shall also, where applicable, allow for spoiling at sites where borrowing is taking place at the same time. No additional payment for temporary stockpiling or double handling will be made."

Item**33.07 Removal of unsuitable material (including free-haul of 0,5 km):**

Change the description of item 33.07 to the following:

"B33.07 Removal of unsuitable material (including free-haul of 1,0 km):"

Replace the last sentence of the last measurement and payment paragraph with the following:

"It shall also include compensation for hauling material over the haul distance."

SECTION B3400 : PAVEMENT LAYERS OF MATERIAL**B3402 MATERIALS****(a) General**

Add the following after the first paragraph:

"Distinction shall be made between crushed and natural material for G4, G5 and G6 and shall be specified in the project specifications."

Add the following at the end of the second paragraph:

"For chemically stabilized layers the material shall conform to the requirements in table B3402/5."

Add the following after the second paragraph:

"Distinction shall be made between crushed and natural G4, G5 and G6 materials. Where the crushing and/or screening of these materials has been specified, the combined grading shall conform to the grading limits specified for G4 class material in table 3402/1."

Replace table 3402/5 with:

"TABLE B3402/5: REQUIREMENTS FOR CHEMICALLY STABILIZED LAYERS

CLASSIFICATION	C1	C2	C3	C4
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G5 quality
PI after treatment	Non-plastic	Non-plastic	6 max. ^{*(1)}	6 max. ^{*(1)}
UCS (MPa) ^{*(2)}	6 min.	4 min.	1,5 min	0,75 min.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITS (kPa) ^{*(3)}	-	-	250 min.	200 min.
WDD (% loss) ^{*(4)}	5 max.	10 max.	20 max.	30 max.

Note:

- * (1) For materials derived from the basic crystalline rock group, the plasticity index after stabilization shall be non-plastic.
- * (2) Unconfined compressive strength @ 100% of modified AASHTO density
- * (3) Indirect tensile strength @ 100% of modified AASHTO density
- * (4) Wet/dry durability according to Method B8110"

(b) Compaction requirements

Change the compaction requirements for stabilized subbases to read as follows:

"96% and 97% as required for lower subbase and upper subbase respectively, for chemically stabilized material."

Add the following after the last paragraph:

"The compaction requirements for this Contract shall be as specified in the table below.

Base	:	C4 to 95% of modified AASHTO density
Subbase	:	G7 to 95% of modified AASHTO density
Selected	:	G7 to 93% or 95% of modified AASHTO density
Subgrade	:	G9 to 93% of modified AASHTO density
Fill	:	G10 to 90% of modified AASHTO density."

Add the following subclause:

"(d) Material requirements

When the values listed in tables 3402/1, 3402/2, 3402/3 and 3402/4 cannot be attained with the type and quantity of stabilizing agent specified in Section 3500 in the project specifications and on the borrow pit plans, the Engineer will authorise the Contractor to vary and/or amend the quantity and possibly the type of stabilizing agent as well in order to obtain the required values."

B3403 CONSTRUCTION

Add the following subclause:

"(g) Temporary stockpiling of material

The Contractor shall plan his activities so that materials excavated from borrow areas and cuttings or imported from commercial sources can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the material is to be used.

This subclause does not apply to the excavation and temporary stockpiling of existing pavement layers as instructed by the Engineer, in terms of subclause B3403(h), as these will be measured and paid for separately under item 32.06."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Replace the second paragraph with the following:

"Test results and measurements will be assessed in accordance with the provisions of Section 8300."

B3407 MEASUREMENT AND PAYMENT

Delete the first paragraph and replace it with the following:

"No additional or extra over payment will be made for work in restricted or confined areas."

Item		Unit
-------------	--	-------------

B34.01	Pavement layers constructed from taken from cut or borrow, including free-haul up to 1,0 km:
---------------	---

(f) Gravel base (chemically stabilized) compacted to:

Add the following subitem:

"(iii)	95% of modified AASHTO density for a compacted layer thickness of 150 mm and less	cubic metre (m ³)"
--------	---	--------------------------------

The unit of measurement and tendered rate shall be as specified under this pay item 34.01 in COLTO.

Add the following item:

"Item	Unit
B34.14	Pavement layers constructed from obtained from commercial sources or approved sources provided by the Contractor, including all haul:

(a) Gravel subbase (unstabilised material) compacted to:

(i)	95% of modified AASHTO density for a compacted layer thickness of 150 mm	cubic metre (m ³)
-----	--	-------------------------------

(b) Gravel base (chemically stabilised material) compacted to:

(i)	95% of modified AASHTO density for a compacted layer thickness of 150 mm and less cubic metre (m ³)"
-----	--

The unit of measurement shall be the cubic metre of compacted pavement layer constructed with material obtained from commercial sources or approved sources provided by the contractor. The quantity of which shall be calculated in accordance with the authorised dimensions of each separate completed layer by the method of average end areas from levelled cross-sections prepared from the ground line prior to the construction of new pavement layers, and the final specified or authorised layer cross-section superimposed at 20 m intervals along the centre line of the road.

The tendered rates shall include full compensation for the cost of procuring and furnishing the material from commercial sources, transporting the material over an unlimited free-haul distance, temporary stockpile, placing, spreading, mixing, breaking down, shaping, watering, preparing and compacting the material, protecting and maintaining the layer and for conducting control tests, all as specified. The tendered rates shall include full compensation for blading all oversize material off the road into windrows, for loading and transporting the material for an unlimited free-haul distance to approved dumping sites provided by the contractor, and for off-loading and spreading the material, all as specified."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B3500 : STABILIZATION**B3502 MATERIALS****(a) Chemical stabilizing agents**

Add the following:

"The stabilizing agent shall be class CEM II B-L 32,5 N cement conforming to SANS 50197-1:2000, or as directed by the Engineer. The nominal rate of application for tender purposes as a percentage of the mass of the material to be stabilized and compacted to the required modified AASHTO density shall be as follows:

Base: 3,0%

The Engineer may instruct the Contractor to amend the percentage and possibly the type of stabilizing agent if necessary after tests on the site during construction.

Enough stabilizer should be added, over and above the design value, to allow for wastage due to high preshaping levels and inaccuracies during the spreading operation."

(i) Road lime

Add the following:

"Road lime shall be calcium type lime."

Delete subclauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement, and replace with the following:

"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32,5 shall not be permitted.

On this Contract CEM II B-L 32,5 N cement conforming to SANS 50197-1:2000, shall be used for stabilization purposes."

B3503 CHEMICAL STABILIZATION**(a) Preparing the layer**

Add the following:

"The material to be stabilized shall be spread and pre-shaped, so that a true cross-fall is obtained. The upper level of the spread material shall be such that any indentations and depressions caused by construction equipment shall be above or at final cutting level. Enough extra material must be allowed for, so that no filling whatsoever is carried out. The final operation on the base prior to final compaction will be cutting and never making up of levels."

(b) Applying the stabilising agent

Add the following to this subclause:

"The minimum rate of application for tender purposes shall be 3,0% by mass per mass of the specified stabilising agent. The Engineer may order an increased/ decreased rate of application. The spreading of stabilising agent shall be done by placing sacks along the road and spreading by hand using rubber squeegees. Sacks which have become damaged or wet shall be replaced at the Contractor's cost. Machine distribution of stabiliser shall not be permitted."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(d) Mixing in the stabilizing agent

Add the following:

"The Contractor shall prepare a trial section for each type of material without any extra payment to demonstrate his proposed mixing process before extensive mixing commences.

After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the Engineer.

The fact that the Engineer has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

(h) Curing the stabilized work

Add the following to paragraph (ii):

"The covering material shall be placed by end-tipping, and compaction of this covering layer shall be delayed until the underlying layer has cured for 7 days."

Delete "(iii), (iv)" in the fourth line of paragraph (i):

(i) Construction limitations

In Table 3503/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "6 hours"

Add the following:

"No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7 °C or during rising temperatures when the ambient air temperature is below 3 °C.

Moisture content tests shall not be undertaken more than one day in advance of in situ stabilization operations. Care shall be taken to ensure that samples are representative of the in situ material. When wet weather occurs, checks shall be conducted between initial testing and work commencing on any section.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1 °C during the first three (3) days after stabilization. The Contractor shall be responsible for taking the necessary measures in this connection, and especially to refrain from stabilizing when such temperatures become probable.

When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.

All stabilized layers damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his own expense.

The Contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered."

"No traffic or plant not actually used for processing of curing the layer shall be allowed to pass over the treated layers for a period of at least 48 hours after compaction is completed. Thereafter construction of the overlying layer may proceed."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following subclauses:

"(j) General

The Contractor shall at all times supply all workers exposed to chemical stabilizing or modifying agents with approved protective apparel, eyewear and masks, and no person without such apparel, eyewear and masks may be permitted to work with or be exposed to the chemical agents. Precautionary measures shall also be taken to ensure that any livestock and the public will not be exposed to the chemical agents, for instance when they are carried by the wind.

Any biscuit layers or bowls, identified by the hollow sound caused when a chain is dragged over the stabilized layer, shall be removed and repaired prior to surfacing. The repairs shall be for the account of the Contractor. Before surfacing is allowed, ball penetration tests shall be carried out.

(k) Stabilisation agent application rate

At least three weeks before start of stabilisation the Contractor shall submit samples of proposed sub base material and stabilisation agent for the Engineer's approval and strength design testing. Testing will be undertaken at the Contractors expense in order to determine the optimal application rate to achieve the specified strength.

(l) Rejection

A stabilised layer that has failed or has been rejected shall be removed and reconstructed with fresh material."

B3506 TOLERANCES

(b) Uniformity of mix (chemical stabilization)

Add the following:

"The coefficient of variation shall not exceed 0,3 (30%) for mixing in place and 0,2 (20%) for plant-mixed material, calculated as follows:

$$\frac{S_n}{X_n} \times 100$$

where:

X_n is the average, and
S_n is the standard deviation of stabilizer."

B3507 CONSTRUCTION OF TRIAL SECTION

Add the following to the last paragraph:

"The fact that the Engineer has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Replace the second paragraph with the following:

"Test results and measurements will be assessed in accordance with the provisions of Section 8300."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following to the fourth paragraph:

"The stabilized material sampled from the layer for the compaction of modified AASHTO briquettes, shall be prepared according to TMH1 Method A16T; i.e. discard material coarser than a 37,5 mm test sieve, and compacted according to TMH1 Method A7."

Add the following paragraphs:

"The Engineer shall be notified in good time to enable him to conduct tests himself.

Stabilization strength shall be determined by means of the rapid cure method as described in TMH1 Method A13T.

Where the stabilizing agent is to be spread by hand, pockets of the stabilizing agent shall be placed on the layer at regular intervals. However, spreading shall only commence when the Engineer is satisfied that the correct quantity of stabilizing agent has been placed on the layer and has given permission that the stabilizing agent may be spread."

Add the following clauses:

"B3511 PLANT AND EQUIPMENT

Sufficient watering, mixing and compacting plant and equipment, in good working order, shall be provided to ensure that the specified quantities of water and stabilizing agent can be mixed in and the required degree of compaction obtained within the working periods specified in subclause B3505(g).

B3512 REMEDIAL WORK

Should final mixing or compaction not be completed within the time limits specified in subclause B3505(g), or the layer be damaged, but subject to the provisions of clause 1220 and subclause 3306(c) of the standard specifications, the layer shall be ripped up, broken down and all oversize lumps removed. The procedures outlined in subclauses B3505(d) and (e) shall then be repeated at the Contractor's expense, adding half the amount of bitumen originally specified for the initial application."

B3510 MEASUREMENT AND PAYMENT

Replace the first paragraph with the following:

"No additional or extra over payment shall be made for stabilization work in restricted or confined areas."

Item

B35.01 Chemical stabilization extra over unstabilized compacted layers:

Replace the first paragraph with the following:

"The unit of measurement shall be the cubic metre of stabilized material, the quantity of which shall be determined in accordance with the final in situ authorised dimensions of the layers treated as instructed by the Engineer. Additional material preshaped to allow for finishing by cutting only will not be included in the measurement."

Add the following to the payment paragraph:

"The tendered rate shall also include full compensation for working in restricted areas on top of and alongside culverts where necessary."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item**B35.02 Chemical stabilizing agent**

Replace the third paragraph with the following:

"Subject to the provisions of clause 1220, the quantity of stabilizer will be determined in accordance with the authorised rate of application and layer dimensions. Extra stabilizer added for wastage and higher preshaping levels will not be included in the quantity."

SECTION B5100 : PITCHING, STONWORK AND PROTECTION AGAINST EROSION

B5102 MATERIALS**(a) Stone**

Replace the second paragraph with the following:

"Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the Engineer."

Add the following subclause:

"(d) Edge beams

Concrete edge beams shall have their exposed surfaces rendered to a class U2 surface finish. The edge beams, when required, shall be constructed prior to the laying of the paving blocks."

SECTION B5200 : GABIONS

B5201 SCOPE

Add the following:

"This section also covers backfilling behind gabion protection walls."

B5202 MATERIALS**(d) Galvanizing**

Insert the following after "wire" in the first line:

", including binding wire,".

(e) Wire mesh

Add the following:

"The minimum wire diameter shall be 2,7 mm for PVC-coated wire and galvanized wire. Mesh size shall be 80 mm x 100 mm."

(f) Filter fabric below the gabions

Replace the contents of this subclause with the following:

"Filter fabric shall be in accordance with subclause B2104(a)(iii). The grade of filter fabric to be used shall be as shown on the drawings or as directed by the Engineer."

B5204 CONSTRUCTING GABIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(c) Assembly

Add the following:

"In the event of the manufacturer's instructions not being available the following shall apply:

(i) Assembly

Prior to assembly the gabion material shall be opened out flat on the ground and stretched to remove all kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first, followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvedge. It shall then be passed round the two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These shall be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

On completion of erection of a suitable length of gabion the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along the edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

(d) Rock filling

Add the following subclauses:

"(iii) Filling the boxes

Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of stone so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 330 mm vertical centres in 1,0 m deep units at a ratio of four to every 1,0 m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5 m deep gabions at 330 mm horizontal centres where water falls directly onto the gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when they are sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50 mm above their tops to allow for subsequent settlement of the filling.

(iv) Final wiring

Closing and wiring down of lids shall proceed as soon as practicable after filling operations and certainly in the likelihood of storms or floods during construction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures.

(v) Cutting and folding mesh

Gabion mesh may only be cut, folded and wired together for the purpose of forming mitre joints, angles, curves or slopes which are not possible to construct using standard rectangular gabions. Such mesh shall be cut neatly, surplus mesh shall either be completely removed, or folded back, or folded and tightly wired to an adjacent gabion face. The cut edges of the mesh shall be securely laced together with binding wire."

Add the following clause:

"B5206 BACKFILLING BEHIND GABION EROSION PROTECTION WALLS

The material used for the backfilling behind gabion erosion protection walls shall be approved 'cut to spoil' material. The Contractor shall ascertain from the Engineer which 'cut to spoil' material has to be used for the backfilling. The density of backfilling behind gabion erosion protection walls shall be at least 85% of modified AASHTO density."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B5500 : FENCING**B5501 SCOPE**

Add the following:

"This section also covers the design, construction and erection of precast concrete walls along the boundaries of the road reserve as shown on the drawings or instructed by the Engineer."

B5502 MATERIALS**(a) Straining posts, stays, standards and droppers**

Replace the heading of this subclause with the following:

"(a) Straining posts, corner posts, stays, standards and droppers"

Add "corner posts," after "Straining posts," in the first line of the first paragraph.

Add ", corner posts" after "straining posts" in the first line of the fourth paragraph.

Add the following:

"Straining posts, corner posts, stays, standards and droppers shall be timber of the type and size specified on the drawings. Timber shall comply with the requirements of SANS 457 and shall be treated with creosote which complies with SANS 538 or SANS 539. Where the cutting of posts is unavoidable after having been treated, the Engineer may permit the required length to be cut off from the bottom of a post, provided that the exposed area is subsequently thoroughly treated with creosote."

(g) Gates

Replace the third paragraph with the following:

"Gates shall be fully galvanized according to the requirements of SANS 121."

5506 ERECTING STRAINING POSTS AND STANDARDS

Replace the heading of this clause with the following:

"B5506 ERECTING STRAINING POSTS, CORNER POSTS AND STANDARDS"

Add "and/or corner posts" after "straining posts" in the first line of the first paragraph.

Add "and corner posts" after "straining posts" in the first line of the second paragraph.

Add "and corner posts" after "straining posts" in the first line of the fourth paragraph.

Add ", corner posts" after "straining posts" in the first and fifth lines of the sixth paragraph.

Add the following clause:

"B5515 PRECAST CONCRETE WALLS**(a) General**

The design, construction and erection of precast concrete walls shall be in accordance with the details on the drawings.

The walls shall consist of slabs placed in slotted precast reinforced-concrete posts.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Foundation dimensions refer to the minimum size of the foundation required.

The Contractor shall submit design details, drawings and construction methods to the Engineer for approval before commencing work.

Before constructing the wall, the Contractor shall prepare a drawing, to be approved by the Engineer, showing the ground profile along the lines where the walls are to be constructed. He shall indicate his proposed foundation sizes, as well as post arrangements, where slopes exceed 1:10.

(b) Excavation and backfilling

All excavations shall be carried out to lines, levels and positions approved by the Engineer. Excavations shall be neat, shall be free of loose material and shall be trimmed to the correct dimensions before the concrete is placed.

The positioned posts shall be secured in the excavated holes using class 15/38 concrete.

The material adjacent to the bottom picket-type panel shall be well compacted by hand. Care shall be taken not to damage the panels.

(c) Materials

All precast concrete units shall have a minimum 28-day concrete strength of 30 MPa and all materials shall comply with the requirements of Section 6400.

The concrete finish shall comply with the requirements of Section 6200.

The steel reinforcement shall comply with the requirements of Section 6300.

(d) Dimensions and tolerances

Precast concrete slabs of not less than 40 mm thick shall be fitted into slots in the concrete posts. The slabs shall be interlocking, shall be constructed to fit flush, and shall provide a smooth, unbroken face.

The posts shall be set vertically and the wall shall be designed to withstand a wind load (at working stresses) producing a horizontal pressure of 1 kPa over its full face. No permanent deflection, movement, rotation or structural failure in either the slabs or the posts shall occur.

The slabs shall be set horizontally, irrespective of ground slope, and shall be suitably grouted into the slots with 1:4 cement : sand mortar.

No post shall be more than 20 mm out of plumb and no slab shall be out of level by more than 1:150.

The Engineer reserves the right in terms of clause 1220 to reject any damaged slab or post at any stage until final acceptance of the work."

B5514 MEASUREMENT AND PAYMENT

Add the following note directly after B5514 Measurement and Payment clause heading:

"Note:

The Contractor shall note that, notwithstanding the fact that various payment items indicate that haul, overhaul and all associated terms will be paid for separately, this shall not apply to this section. Payment for haul, overhaul and associated terms will be made as specified in Section 1600."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B5600 : ROAD SIGNS**B5601 SCOPE**

Replace "South African Road Traffic Signs Manual" in the second paragraph with "SADC Road Traffic Signs Manual"

B5602 MATERIALS**(a) Structural steel**

Replace the second paragraph with the following:

"All structural steel, including tubes, shall be galvanized in accordance with the requirements of SANS 121 for Type A1 or B1 articles, as applicable."

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

"Channels, square tubes, angle irons and other steel members on the reverse side of the sign boards and steel tubes for sign supports shall be painted in accordance with the following specifications: SANS 926 for a two-pack zinc-rich epoxy primer, SANS 681 for the undercoat, and SABS 1413 for a chloro-rubber finishing coat."

(g) Retro-reflective material

In the first sentence replace "SABS 1519" with "SANS 1519-1" and delete "and the adhesion requirements of CRS 191".

In the second paragraph add the following:

"Class IV material 10 year warranty grade"

Replace the third last paragraph with the following:

"The Contractor shall provide proof that class III of the retro-reflective commercial products to be used have been generally and successfully used in South Africa during the last three years.

The specific commercial products used as class III and IV shall be subject to the approval of the Engineer."

Add the following after the second last paragraph:

"Should a Contractor manufacture signs without the necessary approval it shall be deemed that the Contractor unconditionally guarantees the sign for the full period of seven years. Should failure of the sign due to suspected incompatibility of materials (in the opinion of the Engineer) occur within seven years, the Contractor shall remanufacture the sign and re-erect the sign at no cost to the Employer."

Add the following to the last paragraph:

"Reflective sheeting shall be applied to sign faces strictly in accordance with the retro-reflective material manufacturer's specifications. Legend and background materials shall be supplied by the same manufacturer. Every batch of material used for signs on the Contract shall be identified by a batch number. A certificate of all materials' compliance with SANS 1519 shall be submitted to the Engineer within 3 months of the material being used. An outdoor weathering test will not be required."

Add the following:

"Retro-reflective materials shall comply with the requirements of SANS 1519 but the requirements of clauses 3 and 4 of CKS 191 shall take precedence.

Mixing 3M Scotchlite, Kiwalite or any other approved products on the same sign will not be permitted. The Contractor will also be required to produce lifespan guarantees as well as SABS approved certificates, with regard to the retro-reflective material specified or tendered for.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

When measured in accordance with SANS 1519, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in table 1 of SANS 1519 (duplicated as table B8118/1 in these specifications).

The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the Engineer. The surface of the retro-reflective material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the Engineer, the retro-reflective material does not comply with the above requirements, the Contractor shall replace the defective material at his own cost, to the satisfaction of the Engineer."

(k) Back vinyl

In the second sentence replace "SABS 1519" with "SANS 1519-1" and delete the rest of the sentence.

Add the following subclauses:

"(l) Chromadek sections

Chromadek sections shall be 1,2 mm thick and shall comply with the details on the drawings.

(m) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or other approved material to obscure destinations that are temporarily inapplicable or irrelevant. As reflective material loses its retro-reflective and adhesive qualities in poorly ventilated conditions, 25 mm diameter holes spaced at maximum intervals of 300 mm shall be cut in the plastic to render it permeable.

The covers shall be neatly applied and firmly fixed in position so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic."

Add the following subclause:

"(n) Wind cone

When required a wind cone shall be supplied and installed according to ICAO (Annex 14) requirements. The mounting height of the wind cone shall be 6 metres high. The wind cone size shall be 3,6 metres in length and the throat dimension shall be 0,9 metres in diameter. The taper of the fabric wind cone from the throat to the trailing end must be designed to cause the windsock to fully extend when exposed to a wind of 15 knots (28 km/h). The location for the wind cone must be based on the visual as well as the true wind occurrence. Payment for this item will be made under item B56.10."

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

Add the following to the first paragraph:

"The Contractor shall submit a schedule detailing the suppliers and trade names for the main constituent components in the manufacturing process.

The Contractor shall also submit documentation from the manufacturer or the South African agents or distributors of the retro-reflective sheeting that will be used in the manufacturing of the road sign boards, attesting to the fact that the road signs manufacturer conforms with the storage, handling and application procedure recommended by the reflective sheeting material manufacturer."

Insert the following after the third paragraph:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

"The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the Engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the Engineer, the retro-reflective material does not comply with the above requirements, the Contractor shall replace the defective material at his own cost, to the satisfaction of the Engineer.

The Contractor shall make every effort to ensure that sign boards are correct in all respects and, before dispatching the boards from the manufacturer's factory, shall provide the Engineer with a 100 mm x 150 mm (or A5 sized) colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(ii) Steel profile road sign boards

Add the following:

"Chromadek sections shall be assembled in accordance with the drawings.

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

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

(iii) Overlays

Overlays manufactured from Chromadek flat sheet (or approved alternative method) shall be factory installed to temporarily cover certain information on the signboards until such time that this information becomes appropriate. The reflective sheeting on these overlays shall be a colour match to the background of the signs to which they are applied. The overlays shall be riveted in position with a 2 mm fibre washer between the overlay and the road sign board to limit the direct contact between the overlay and the signboard. These overlays shall be measured under item B56.01."

B5604 ROAD SIGN FACES AND PAINTING

(b) Preparing surfaces and applying paint and retro-reflective sheeting

Add the following to the first paragraph:

"and shall conform to the requirements of TYPE A signfaces, as indicated on the drawings."

Add the following new subclause:

"(e) Application of retro-reflective material

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

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium sections in subclause 5603(d) of the standard specification, and of subclause B5603(a)(ii) of this project specification."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B5605 STORAGE AND HANDLING

Add the following:

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

- Drilling of holes, except for the fastening of overlays
- Application of any form of adhesive
- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material
- Covering the sign face with an impermeable material that does not allow free circulation of air."

B5606 ERECTING ROAD SIGNS**(b) Excavation and backfilling**

Add the following after the first sentence of the first paragraph:

"A 300 mm thick drainage layer shall be placed at the bottom of the excavations and shall be compacted before the excavations are backfilled.

The dimensions of the excavation for the drainage layers shall be over and above that for the footings as shown on the drawings."

(c) Erection

Add the following paragraphs:

"After erection, the sign board shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the engineer.

On completion of signs on the road section, the Contractor shall clear an area immediately around the sign. The area shall be 10 m wide at the side closest to the road and 5 m wide at the side farthest from the road. The area so cleared shall be treated with an approved chemical vegetation growth-retarder in accordance with the supplier's application instructions.

No separate payment shall be made for the clearance, or the procurement and application of the vegetation growth retarder."

(g) General

Add the following after the first paragraph:

"The Contractor shall erect collapsible edge marker posts where indicated on the drawing. The collapsible posts shall be Carsonite posts or similar approved and shall be reflectorised by means of class IV retro-reflective material as shown on the drawings."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B5700 : ROAD MARKINGS**B5701 SCOPE**

Replace "South African Road Traffic Signs Manual" in the second paragraph with "SADC Road Traffic Signs Manual".

After the last paragraph, add the following:

"Provision is made in the schedule of quantities for different road-marking materials. The Contractor shall take note that the Employer reserves the right to utilise any, or all, or a combination of any of these road-marking materials at any stage during the construction period. The utilisation of the road-marking materials as indicated cannot be regarded as grounds for any claim by the Contractor."

B5702 MATERIALS

Insert the following before subclause (a):

"The selection of appropriate road-marking materials for permanent road markings to ensure conformance with the requirements of this specification rests with the Contractor. Road-marking materials for temporary road markings as clarified in SANS 731-1 shall be equal to or more durable than road-marking paint specified in subclause B5702(a)(i) and (ii), provided it meets the specified initial performance criteria. Road-marking materials for permanent road markings as clarified in SANS 731-1 shall be hot-melt thermoplastic or cold plastic equal to or more durable than plastic road-marking material specified in subclause B5702(a)(iii) provided it meets the specified initial performance criteria. Should the Contractor propose alternative materials for permanent road markings, the onus is on the Contractor to provide the Engineer with sufficient supporting evidence to assess the extent to which the alternative product(s) meet the requirements of subclause B5702(a)(iii)."

(a) Paint**(i) Road-marking paint**

Add the following:

"The commercial product supplied shall be subject to the approval by the Engineer on the submission of a certificate of the SABS permitting the manufacturer to apply the SABS standardization work to the supplied product."

Add the following to the end of the paragraph:

"The product supplied for temporary road markings shall be subject to the approval by the Engineer on the submission of a certificate by an accredited institution indicating that the product substantially equals or surpasses the requirements of SANS 731-1 for Type 1, 2 or 4 paints."

(ii) Retro-reflective road-marking paint

Replace "CKS192" in the first paragraph with "SANS 51423 for medium grading glass beads".

When measured in accordance with SANS 6261-2008 within a period of two weeks (± 1 week) after application, the coefficient of retro-reflected luminance, R_L , of temporary road markings shall be at least 150 mcd/m².lx for white markings and 100 mcd/m².lx for yellow markings.

(iii) Plastic road-marking material

Add the following:

"Notwithstanding the specified composition of hot-melt thermoplastic, it is required that the permanent road markings shall comply with the requirements of EN 1436 Type I road markings of class R5 for white markings ($R_L \geq 300$ mcd/m².lx) and class R3 for yellow markings ($R_L \geq 150$ mcd/m².lx) for dry road markings when measured in accordance with SANS 6261-2008 within a period of two months (± 2 weeks) after application.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Employer retains the right to require the Contractor to apply EN 1436 Type II road markings as the permanent road markings on this Contract. (Type II road markings are road markings with special properties meant to enhance the retro-reflection in wet or rainy conditions.)

The product supplied for permanent road markings shall be subject to the approval by the Engineer, who may request the Contractor to provide sufficient supporting evidence to compare the durability of the proposed product with that of hot-melt thermoplastic material."

Add the following subclause:

"(iv) Textured road-marking materials:

Various proprietary textured road-marking products are available in the market, including products named: Drop-on line™, Vibraline™, Stamark™ and Rumble-strip.

In the interest of road safety the Employer may require the application of such proprietary textured road markings. Such markings shall be applied by a Contractor suitably licensed by the proprietary holder for such application. The application shall be done strictly in accordance with the suppliers' requirements."

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add the following:

"The machine shall always operate in the direction of the traffic when applying lane markings."

B5705 SURFACE PREPARATION

Add the following at the end of the second paragraph:

"The onus is on the Contractor to ensure that the surface on which the road markings are to be applied is sufficiently clean and dry to ensure that the quality of the road markings will not be adversely affected. The Contractor is also responsible for protecting roadstuds from being painted over, and the subsequent cleaning thereof if such over-painting did occur. (The cleaning of the roadstuds shall be done in such a manner that the functionality of the roadstuds will not be detrimentally affected by the cleaning agent.)"

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

"Where road markings are to be replaced after milling/overlay, it is essential that all existing barrier lines and other road markings be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of the new road markings shall be reassessed on site by the Engineer before the Contractor commences with the road marking. No separate payment will be made for referencing the existing road markings and full compensation shall be included in the rate tendered for item B57.06.

For safety purposes, premarking of the final road markings shall be done on a daily basis at the end of each working shift for the construction of the final overlays."

B5707 APPLYING THE PAINT

The Contractor shall ensure during construction and paving of the final surfacing layer that the longitudinal joints coincide with the new lane markings.

Replace the second last paragraph with the following:

"Road-marking materials shall be applied at application rates which would suit the traffic conditions in such a way that the functional life of the temporary road markings would exceed six months, whilst the expected functional life of the permanent road markings should exceed 36 months."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

"The road markings shall be applied immediately after 2,0 km of continuous road has received a new asphalt layer, or 4,0 km of continuous road has received an overlay or where, in the opinion of the Engineer, the road conditions are unsafe. The Contractor will not be permitted to occupy a new construction zone before the final road markings for the current construction zone have been completed.

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

B5708 APPLYING THE RETRO-REFLECTIVE BEADS

Replace the second sentence with the following:

"The rate of application of the beads shall be such that the coefficient of retro-reflected luminance, R_L , specified in subclause B5702(a)(ii) is achieved."

Delete the second paragraph.

B5710 TOLERANCES

(c) Alignment of markings

Add the following paragraphs:

"When an unbroken line and a broken line are painted alongside each other, the beginning and the end of the unbroken lane shall coincide with the beginning of one broken line and the end of another broken line. When existing lines are repainted, the new markings shall not deviate more than 100 mm in the longitudinal direction, or 10 mm in the transverse direction, from the existing marking.

The alignment of the roadstuds shall not deviate from the true alignment by more than 10 mm and shall be positioned so that the reflective faces are within 5 degrees of a right angle of the centre line of the road."

B5711 GENERAL

Insert the following into the last sentence of the last paragraph between "black paint" and "or chemical paint remover":

", bituminous emulsion, slurry"

Add the following to the last paragraph:

"Where black paint is used, it shall be matt."

Add the following paragraph:

"The Contractor shall provide for construction of trial sections, to adjust his road-marking process according to prevailing conditions. Trial sections may be constructed on the sections required to be marked on the written approval of the Engineer for each and every trial section constructed. The costs of all trial sections, including traffic accommodation measures, and removal of/or reconstruction of unacceptable markings, shall be borne by the Contractor. No additional payment shall be made for trial sections, and the costs thereof are deemed to be included in the tender rates."

B5712 FAULTY WORKMANSHIP OR MATERIALS

Add the following paragraphs:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

"Should less than 95% of the road markings comply with the specified coefficient of retro-reflected luminance when measured in accordance with SANS 6261-2008 at a 5% sample level, the Contractor shall repaint the works at his own cost.

While work is in progress, tests shall be carried out on materials and/or the quality of work to ensure compliance with the specified requirements. The sampling methods are specified in SABS 731-1. The sampling methods described in TMH 5 shall be followed where applicable.

Should it be clear prior to any of the inspections, that the road markings would not meet the required level of performance at the agreed inspection dates, the Contractor may use his discretion to apply appropriate remedial actions to rectify the shortcomings after getting approval from the Engineer for such remedial work, approval which would not be unreasonably withheld. The approval may be subject to such conditions, which the Employer may reasonably set and shall be subject to a penalty of R10 000,00 per day or part thereof for traffic delay and disruption. The cost for traffic accommodation provisions shall be borne by the Contractor. The remedial works shall be done in a way that would complement the road markings which are deemed to be substandard, in such a way that the specified end-product would be achieved without any further remedial work.

All remedial works required for reinstatement of the works, shall commence within 14 days of the date determined by the Engineer, and shall be completed by the date determined by the Engineer, after which penalties for delay may be applied.

No additional payment, other than that specified in the Contract, will be made if any portion of the works is found to exceed the specifications in any respect, or for any benefits accruing as a result of any superior performance of the applied road markings."

B5714 MEASUREMENT AND PAYMENT

Add the following note immediately after B5714 Measurement and Payment clause heading:

"Note:

The Contractor shall note that, notwithstanding the fact various payment items indicate that haul, overhaul and all associated terms will be paid for separately, this shall not apply to this section. Payment for haul, overhaul and associated terms will be made as specified in Section 1600."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B5800 : LANDSCAPING AND PLANTING PLANTS**B5801 SCOPE AND DEFINITION****(a) Scope**

Delete this paragraph and replace with:

"This section includes all areas affected by construction activities. It includes landscaping, grassing, rehabilitation, erosion protection and planting trees and shrubs."

(b) Definition**Weeds**

Delete "(as listed in bulletin 413 issued by the Department of Agriculture, Directorate of Agricultural Information)" and replace it with "(as listed in the Conservation of Agricultural Resources Act)".

B5802 MATERIALS**(a) Fertilizer/soil-improvement material**

Replace the contents of this subclause with the following:

"The fertilizer/soil-improvement materials to be used shall be one or more of the following types, or as prescribed by the Engineer:

- (i) Lime
- (ii) Superphosphate (10,5)
- (iii) Limestone ammonium nitrate
- (iv) 2:3:2(22) + Zn
- (v) 3:2:1(25)
- (vi) Monophosphate
- (vii) Ureum (46)
- (viii) Potassiumchloride (50)."

(c) Grass seeds

The Contractor shall note that normally grass seeds are to be ordered at least six months in advance so that the necessary harvesting can take place well in time.

Grass seeds shall be mixed with a mulch of either chopped straw, sawdust or sand in order to prevent the separation of seeds of different size, weight and shape. Prior to seeding, trials shall be carried out to determine which of these materials is most effective in preventing the separation of seeds. 2.3.2(22) Zn fertilizer shall be added to the seed mixture prior to broadcasting.

(d) Grass sods

Delete "until they are placed" in the last sentence of the first paragraph and replace with "once placed for planting."

- (i) Nursery-grown sods

Add the following:

"The sods shall be free of weeds, weed seeds, insects and fungal diseases."

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

(ii) Veld sods

Add the following:

"The sods shall be free of weeds, weed seeds, insects and fungal diseases."

(e) Anti-erosion compounds

Replace the contents of this subclause with the following:

"Anti-erosion compounds shall consist of Earthbound or similar approved, and the nominal rate of application for tender purposes shall be 1 200 kg/ha. This application rate may be amended on instruction from the Engineer if required."

(f) Topsoil

Add the following at the end of the first paragraph:

"The Contractor shall be responsible for the control of any germination of weed seeds within topsoil used on site."

Add the following at the end of the second paragraph:

"Areas such as stockpiles, borrow pits and spoil sites shall be stripped of all topsoil before work may commence within the area. Should a larger site for any of the above be required during construction, the Contractor shall refer to the DEO for best practice methods on ensuring the preservation of the additional stripped topsoil."

Add the following new paragraph:

"The topsoil shall be kept free of all foreign material generated during construction. This shall include all stone and bituminous products. Topsoiling shall not be accepted should it contain any of the above material."

B5804 PREPARING THE AREAS FOR PLANTS

(b) Areas which do not require topsoil

Replace "50 mm" with "20 mm" and "150 mm" with "20 mm".

Add the following:

"In areas with large natural rock, i.e. not blasted or excavated rock, these rocks may be placed so as to look like a natural part of the landscape."

Add the following new subclause:

"(g) Removal of undesirable vegetation

During the course of the Contract the Engineer may instruct the Contractor to physically remove undesirable vegetation from within the road reserve. Such an operation will take place before the flowering stage of the undesirable vegetation upon written instruction from the engineer, but shall not relieve the Contractor of his obligation towards weeding sodded, grassed areas as described under 5806(a) and any area directly affected by any construction activity. Should the Contractor fail to respond to the written instruction from the Engineer for the removal of the aforementioned undesirable vegetation before flowering, the Contractor shall be held contractually responsible for any growth or seeding of said vegetation for a period of not less than eleven (11) months in the affected area."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B5807 TREES AND SHRUBS**(b) Preparing plant holes**

Delete and replace the contents of subclause B5807(b)(iv) with the following:

"Each hole shall be refilled using 40 litres of GROMOR compost, together with 100 grams of 2:3:2 (22) +Zn fertiliser thoroughly mixed together with the topsoil layer removed during preparation of the hole.

Before planting can commence the Engineer shall approve the planting holes and soil mixture used.

Prices for the excavation of the holes and planting of the trees and shrubs shall be invited from experienced contractors familiar with the planting and establishment of indigenous vegetation."

(d) Maintenance

Insert the following as a new first paragraph:

"During the construction period, the trees and shrubs planted shall be given 10 litres of water every two weeks."

B5808 GENERAL

Insert the following subitem:

"(g) Weeding

The Contractor shall maintain all areas affected by construction activities free of all undesirable plant species. They shall be removed before the flowering stage of each species. Should the Contractor fail to remove the alien plant species before flowering, he shall be held responsible for alien plant removal within the affected area for an additional period of one year, over and above the contractual one year maintenance period/defects liability period.

The method for the removal of undesirable plant species shall be either by hand, which shall include the removal of the complete root system, or by chemical means, through the use of a registered selected herbicide. Only a registered, licensed pest control operator, licensed for the industrial application of herbicides, shall administer the application of the herbicide."

Add the following subitem:

"(h) Establishment of vegetation within areas disturbed by construction activities

The Engineer shall assess any area within the construction boundaries that has been disturbed by construction activities, but which is not scheduled for formal re-vegetation within the Contract. The assessment shall include whether re-vegetation is required. These disturbed areas nonetheless remain the Contractor's responsibility for the removal of alien vegetation (see B5804(g)) for which no additional payment will be made.

Any area outside the roadwork area, namely on existing cut and fill slopes, as well as between toelines and the reserve boundaries that has been disturbed by spoiled material or any other activities whatsoever by the Contractor shall be reinstated to its original condition. The Engineer will prescribe the necessary reinstatement that may include removal of the spoiled material, ripping, placing of new topsoil and grassing. No payment will be made for the reinstatement and repairs of these areas."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B5809 MEASUREMENT AND PAYMENT

Add the following note immediately after B5809 Measurement and Payment clause heading:

"Note:

The Contractor shall note that, notwithstanding the fact that various payment items indicate that haul, overhaul and all associated terms will be paid for separately, this shall not apply to this section. Payment for haul, overhaul and associated terms will be made as specified in Section 1600."

Ament the following pay item to:

Item	Unit
-------------	-------------

Item	Unit
B 58.03	Preparing the areas for grassing:

(e)	Providing and applying chemical fertilizers and/or soil-improvement material:	
-----	---	--

(vi)	Other fertilisers and/or soil-improvement materials if required (as specified by the Engineer).. provisional	(Prov) sum
------	--	------------

(vii)	Handling costs and profit in respect of subsubitem B58.03(e)(vi) above	percentage (%)
-------	--	----------------

The unit of measurement for subitem B58.03(e)(vi) shall be the amounts 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 engineer, shall be paid for.

The percentage tendered for subitem B58.03(e)(vii) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B58.03(e)(vi) 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.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

SECTION B5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5901 SCOPE

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

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

Add the following:

"Where reference is made in this section to 'the road and road reserve', this shall also be deemed a reference to 'the site of the works'."

B5902 FINISHING THE ROAD AND ROAD RESERVE

Retain the existing paragraphs as new subclause:

"(a) New construction"

Replace the sixth paragraph with:

"All materials resulting from the finishing operations shall be disposed of at approved spoil sites provided by the Contractor in accordance with the Environmental Management Plan."

Add the following:

"(b) Renewal construction"

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

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

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

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

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

All materials resulting from the finishing operations shall be disposed of at approved spoil sites provided by the Contractor in accordance with the Environmental Management Plan.

All haul roads shall be reinstated to the original natural state."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B7300 : CONCRETE BLOCK PAVING FOR ROADS

B7302 MATERIALS

(c) Concrete paving blocks

Replace the following:

“SABS 1058”

With:

“SANS 1058: 2012”

B7304 MEASUREMENT AND PAYMENT

Item	Unit
B73.01 Concrete block paving (S-A Interlocking 80mm thick, 30Mpa strength)	 m ²

Add the following:

"The tendered rate shall also include full compensation for cutting units to fit edge restraints and for the removal of waste material from the Site."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B8100 : TESTING MATERIALS AND WORKMANSHIP**B8104 TAKING AND SUBMITTING SAMPLES**

Add the following to the third paragraph:

"A minimum period of six (6) weeks, before commencement of any related work, is required for the submission of asphalt or concrete mix designs for approval by the Engineer."

B8108 DETERMINING THE TOTAL APPROXIMATE DRY BULK RELATIVE DENSITY AND THE APPARENT DENSITY

Add the following at the end of this clause:

"For materials where the total water absorption, when determined according to TMH 1 Methods B14 and B15, is in excess of 1,5%, the apparent density shall be calculated in accordance to the following formula:

$$\frac{(b - a)}{(d - a) + \left\{ \frac{(w - 1.0)}{100} \times (b - a) \right\} - (b - c)}$$

This formula shall be used as an alternative to note (5) regarding soaking period, when so instructed by the Engineer."

B8117 MEASUREMENT AND PAYMENT

Item	Unit
-------------	-------------

B81.02 Other special tests requested by the Engineer

Add the following to the payment paragraph:

"The Contractor shall appoint a reputable company to perform the applicable tests with a field retro-reflectometer. This company is subject to the Engineer's approval and his approval must be obtained before any test results will be accepted.

(a) Cost of testing provisional (Prov) sum

(b) Handling costs and profit in respect of subitem B81.02(a) above percentage (%)

The provisional sum provided to cover the cost of special tests as requested by the Engineer in terms of clause 8115 shall be expended in accordance with the provisions of the General Conditions of Contract. Payment will not be made for any special test should the test indicate that the specifications have not been complied with.

The percentage tendered is a percentage of the amount actually spent under subitem B81.02(a), which shall include full compensation for the handling costs of the Contractor and the profit in connection with the tests requested by the Engineer.

The Contractor shall appoint a reputable company to perform the applicable tests with a field retro-reflectometer. This company is subject to the Engineer's approval and his approval must be obtained before any test results will be accepted.

Tests on the painted gantries shall also be performed by qualified personnel. These tests shall *inter alia* include checks on film thickness, workmanship and quality control."

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

C3.7 PARTICULAR SPECIFICATIONS

PCL : COMMUNITY LIAISON AND COMMUNITY RELATIONS

PES : LOCATING AND PROTECTING EXISTING SERVICES

PLIS : LABOUR INTENSIVE SPECIFICATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PCL: COMMUNITY LIAISON AND COMMUNITY RELATIONS**PCL 1 GENERAL**

The construction site is situated in a built-up area and the Contractor shall ensure the least possible disruption of movement of the public during construction. The Contractor shall be responsible for liaison with the Community Liaison Officer (CLO) in respect of construction activities next to private properties and entrances to properties. No separate payment will be made in this regard.

PCL 2 PROJECT STEERING COMMITTEE (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the Mantsopa Local Municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

PCL 3 PUBLIC LIAISON OFFICER (PLO)

A Community Liaison Officer (CLO) will be appointed by the Contractor only on instruction of the Employer. In the event of an appointment of a CLO, the contractor shall, however, accept the appointment as part of his management personnel.

PCL 3.1 DUTIES OF THE CLO

The CLO's duties will be the following:

- a. The CLO will liaise with the PSC for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.
- b. To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal work day will extend from 07:15 in the morning until 16:45 in the afternoon inclusive of a thirty minute lunch interval.
- c. To determine, in consultation with the Contractor, the needs of the local labour for relevant technical training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- d. To communicate with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.
- e. To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he will attend the first part of the monthly Site Meeting to report on local community labour involvement.
- f. To report to and liaise with the Project Steering Committee.
- g. To inform local labour of their conditions of employment and to inform local labourers as early as possible when their period of employment will be terminated.
- h. To ensure that all labourers who are involved in activities where tasks have been set are fully informed regarding the principle of task work.
- i. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

- j. To receive and attend to any complaints lodge by PSC and members of the community.
- k. To keep a daily written record of his interviews and community liaison.
- l. All such other duties as agreed upon between all parties concerned.
- m. To prevent any interference with any matter that is in conflict with the relevant contract as approved by the Local Municipality, that could have a direct influence on the technical specification or the conditions of contract as set out in the relevant contract documents.
- n. To ensure that no member of the PSC or any member of the community put any pressure on the consultant and/or the contractor involved to make any financial or other contribution to individuals or the community as a whole without the knowledge of the Mantsopa Local Municipality.

PCL 3.2 PAYMENT FOR THE CLO

Remuneration of the CLO will be R6 500.00 per month unless otherwise ordered by the Engineer. A special item is incorporated in the Schedule of Quantities relating to payment of the CLO on a monthly basis.

The Contractor shall give to the CLO, at the earliest opportunity, written notice of the termination of the project, provided always that such notice shall not be less than one month.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

PES : LOCATING AND PROTECTING EXISTING SERVICES**PES 1 GENERAL**

All services are not known and it will be the responsibility of the contractor to locate and protect all services in the vicinity of the construction work.

PES 2 LOCATION OF EXISTING SERVICES

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PES 3 PROTECTION DURING CONSTRUCTION

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PES 4 MEASUREMENT AND PAYMENT**Location and protection of existing services:****PES 4.1 Provision of detecting devices for:**

- (a) Water and sewer pipes Unit : Sum
- (b) Electrical and other cables Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PES 4.2 Hand excavation necessary for locating and exposing existing services in all material:

- (a) In roadways Unit : m³
- (b) In all other areas Unit : m³

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid separately.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations.

PLIS : LABOUR INTENSIVE SPECIFICATION

PLIS 1 SCOPE

PLIS 1.1. Scope of Specification

All items in the schedule of quantities with a "(L)" added to the item reference, will be classed as a Labour intensive task, and labour intensive principals must be used.

This specification establishes general requirements for activities which are to be executed by hand involving the following :

- (a) trenches having a depth of less than 1.5 metres
- (b) storm water drainage
- (c) low-volume roads and sidewalks

PLIS 1.2. Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this contract, the requirements of this specification shall prevail.

PLIS 1.3. Hand excavatable material

Hand excavatable material is material :

- (a) granular materials :
 - i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense or dense; or
 - ii. where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolate boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm;
- (b) cohesive materials
 - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii. where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic con penetrometer is required to penetrate 100 mm;

Note : 1) A boulder, a cobble and gravel material is with a particle size greater than 200 mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TABLE 1.3 STANDARD TASKS

ACTIVITY	TOOLS	TASK	
Bush clearing	Axe, saw, rope	Medium dense bush (4 to 7 bushes per 100 m ²) 350 m ² /md Dense bush (10 to 15 bushes per 100 m ²) 200 m ² /md Very dense bush (20 to 30 bushes per 100 m ²) 100 m ² /md	
Grass clearing	Slasher, spade, hoe, fork, rake.	Dense grass 85 m ² /md	
Stripping ground cover and grubbing out roots, haul to nearby dump and spread	Pick, shovel, fork, rake	Light vegetation, dig to 50 mm deep 150 m ² /md Medium vegetation, dig to 100 mm deep 75 m ² /md Heavy vegetation, dig to 150 mm deep 40 m ² /md Dig in soft ground to remove roots 42 m ² /md	
Grubbing out roots to 250 mm deep Destumping (removal of stumps and large roots)	Pick, shovel, fork, rake Pick, shovel, axe	Medium dense bush 60 m ² /md	
Removal of bush and tree cuttings	Bush hook, rope, axe, saw	Cut, bundle and load branches, tree trunk pieces, other vegetation 8 m ³ /md	
Boulder removal	Crowbar	Daily paid	
Excavation (measured in place) Loose soil Sticky soil Firm soil Hard stony gravel	Shovel Spade, fork, forked hoe Pick, shovel, spade, hoe Pick, shovel, crowbar	Throwing distance: up to 4 m 4 to 6 m 5 to 6 m ³ /md 4.5 to 5 m ³ /md 2 to 3 m ³ /md 1.5 to 2 m ³ /md 3 to 4.5 m ³ /md 2.5 to 4 m ³ /md 1.5 to 2 m ³ /md 1 to 1.5 m ³ /md	
Loading (measured loose) into: Wheelbarrow Trailer Truck	Shovel	Loose soil or gravel: 12 to 15 m ³ /md 7 to 10 m ³ /md 4 to 6 m ³ /md	
Levelling roadbed (measured loose)	Shovel, spreader	60 m ² /md	
Wheel-barrow haul (measured loose; haul and unload only)	Wheelbarrow (Note production increases 30% for good haul route and decreases 30% for poor haul route)	Equivalent haul distance = length + 10(rise + fall) 20 m 40 60 80 100 120 140 160 180 200	Production in loose m ³ /md over average haul route 4.44 3.16 2.44 2.00 1.70 1.44 1.28 1.15 1.02 0.95

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACTIVITY	TOOLS	TASK
Picking loose roadbed (bank m3)	Pick, shovel, fork	40 m2/md
Spreading loose material (loose m3)	Shovel, spreader, hoe	Soil 12 loose m3/md Gravel 10 loose m3/md
Watering, mixing, spreading and levelling	Shovel, spreader, hoe, string-lines, water bowser	Sandy soil 4.5 m3/md Gravel 3 m3/md (measured tight after compaction)
Compaction and re-levelling	Roller, string lines, straightedge, shovel, spreader.	Depends upon chosen roller (see below)
Compaction by pedestrian-controlled double drum vibro-roller	"Stampede" rollers: R75/50 S R90/55 S	Mass kg 980 1 350 Passes 5 4 Layer 100 mm 100 mm
Loosen material in trench with pneumatic tools	Compressor, pneumatic tools, team of 4 people	Intermediate 19 m3 for team Rock 12 m3 for team
Screen bedding material	Sieve, shovel	7 m3 loose /md
Offload flat-bed truck or trailer	Shovel	15 m3 loose /md
Trench backfill, hand compaction	Shovel, spreader, hand-stamper, watering can	Backfill, compact, clean-up and load spoil 4.5 m3/md
Collecting loose stone	Gloves, wheelbarrows	Up to 20 m 2.5 m3/md 20 to 50 m 2.0 m3/md
Quarrying, prying out cracked rock	Crowbar, gloves, sledgehammer.	Up to 20 m 0.5 to 1 m3/md
Rock crushing	New Dawn Engineering hand-turned rock crusher, shovel	0.25 m3/md (depends on size of feed-stock and size of product)
Backfill trench and compact	Shovel, watering can, hand stamper	3.0 m3/md
Lay kerbing on level base	Shovel, rubber mallet, string-line, trowel, wheelbarrow	Straight 6.5 to 10.0 m/md Curved 2.0 to 5.0 m/md
Stone pitching: Plain stone pitching Grouted stone pitching Wired and grouted stone pitching	Club hammer, gloves, string-line, shovel, wheelbarrow, stiff broom, pliers, short crowbar	10 to 15 m2/md, 200 mm thick 6 to 10 m2/md, 200 mm thick 3 to 5 m2/md, 200 mm thick
Block paving: placing bedding sand, laying blocks, compacting, joint filling, clean up	Shovel, screed rails and beam, rubber mallet, plate compactor, bass broom, wheelbarrow, gloves	16 to 20 m2/md
Stormwater drainage pipes: trimming, bedding, laying, backfilling, compaction	Shovel, rake, boning rods, hand stamper, watering can, rope and ground anchors	450 mm dia concrete: 1.2 m/md (needs team of 10) 600 mm dia concrete: 1.0 m/md (needs team of 10) 450 mm dia plastic: 3.5 m/md (needs team of 5)
Concrete base slab: batch, mix, transport, pour and finish off	Batching boxes, wheelbarrow, shovel, screed beam, wood float	0.8 m3/md (needs team of 5)
Stone masonry walls	Wheelbarrow, shovel, trowel, club hammer, string line, spirit level, batching box.	1.0 m3/md
Gabion work	Gloves, string-line, shovel, wheelbarrow, pliers, short crowbar	1.5 m3/md

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PLIS 1.4. Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

PLIS 1.5. Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm.

Each layer shall be compacted using hand stampers :

to 90% Proctor density;

such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or

such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PLIS 1.6. Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PLIS 1.7. Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PLIS 1.8. Shaping

All shaping shall be undertaken by hand.

PLIS 1.9. Loading

All loading shall be done by hand, regardless of the method of haulage.

PLIS 1.10. Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PLIS 1.11. Offloading

All material, however transported, is to be off-loaded by hand, unless tipper trucks are utilised for haulage.

PLIS 1.12. Spreading

All material shall be spread by hand.

PLIS 1.13. Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

PLIS 1.14. Grassing

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All grassing shall be undertaken by sprigging, sodding or seeding by hand.

PLIS 1.15. Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

PLIS 1.16. Manufactured Elements

Element manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

C3.7.1 DEFINITIONS

The community means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

"Conventional contract" means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

"Conventional subcontract" shall be similarly and appropriately construed.

"Contract Participation Goal" (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and subcontractors.

"Contractor" means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

- a) have a contractor grading designation equal to or higher than a contractor grading designation specified for the Contract, or
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

"Subcontractor" shall be similarly and appropriately construed.

Emerging contractor means an ABE that cannot reasonably be categorised as a conventional contractor defined above.

Affirmable Business Enterprise (ABE): a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and
- b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

"Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“Subcontractor” means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

Level of subcontractor means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

“Project Committee” is the committee comprising out of the Employer’s representative, The Engineer or his representative, the Contractor or his representative and the CLO.

“CLO” is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

C3.7.2 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged.

It is also an objective to utilize SMME’s / ABE’s in the vicinity of the project, the development of these resources in the execution of the project, and by maximising the amount of project funds retained within the project locality.

C3.7.3 TEMPORARY WORKFORCE

a) Record of workforce and subcontractors

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging contractors, SMME or ABE subcontractors, where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed in the *PART T2.1* Contract Data.

b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers and subcontractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the contract relating to training).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

The Contractor shall make a final selection from the list provided by the CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) Terms and Conditions Pertaining to the Employment of the Temporary Workforce and subcontractors

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and subcontractors are observed.

d) Labour Relations and Worker Grievance Procedures

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C3.7.4 TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided at least with structured training by a nominated subcontractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subcontractor's workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

C3.7.5 ACCREDITED TRAINING AND ATTENDANCE

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognised by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subcontractor regarding his staff's attendance and participation therein.

The contractor shall further make all reasonable efforts to co-ordinate subcontractor's work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of clause 24 of the General Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

C3.7.6 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of clause 55.1.5 of the conditions of contract or the penalties specified for non-attaining the prescribed CPG's will be applied and doubled.

C3.7.7 MEASUREMENT AND PAYMENT

ITEM	UNIT
B12.02 Community Liaison Officer salary	provisional (Prov) sum

The provisional sum provided shall cover the salary of the duly elected and approved CLO.

ITEM	UNIT
B12.04 Training	
a) Training of the temporary workforce	
i) Technical training	provisional (Prov) sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ii) HIV/AIDS provisional (Prov) sum

The provisional sums provided shall cover all the cost for the training of the temporary workforce.

ITEM	UNIT								
B12.02/4	Handling	costs	and	profits	in	respect	of	items	
B12.02 and B12.04	percentage (%)								

The tendered percentage is a percentage of the amounts actually spent under the items, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the training.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

C3.8 DRAWINGS**LIST OF DRAWINGS PREPARED BY THE EMPLOYER**

The following is the list of drawings prepared by the Employer and applicable to this Contract:

DRAWING NO.**DESCRIPTION**

Bound in Document

LIST OF DRAWINGS

1077-CIV-DRG-100	: Layout: Locality Plan and List of Drawings
1077-CIV-DRG-101	: Layout: Site Layout STREET 1
1077-CIV-DRG-102	: Layout: Layout and Long Section (CH0-CH580)m
1077-CIV-DRG-103	: Layout: Layout and Long Section (CH600-CH1160)m
1077-CIV-DRG-104	: Layout: Layout and Long Section (CH1180-CH1248)m STREET 2
1077-CIV-DRG-105	: Layout: Layout and Long Section (CH0-CH580)m
1077-CIV-DRG-106	: Layout: Layout and Long Section (CH600-CH1120)m STREET 3
1077-CIV-DRG-107	: Layout: Layout and Long Section (CH0-CH580)m
1077-CIV-DRG-108	: Layout: Layout and Long Section (CH600-CH676)m
1077-CIV-DRG-400	: Details: Road Crossing & Street Cross Section
1077-CIV-DRG-401	: Details: Drain & Road Paving
1077-CIV-DRG-402	: Details: Pedestrian Crossing
1077-CIV-DRG-403	: Details: Speed Hump Details
1077-CIV-DRG-404	: Details: Bellmouth & Street Signs
1077-CIV-DRG-405	: Details: Street Signs
1077-CIV-DRG-406	: Details: Culvert Plan & Section
1077-CIV-DRG-407	: Details: Concrete Side Drain-Outlet
1077-CIV-DRG-408	: Details: Road Crossing

Note: Although, elsewhere in the Contract Document, drawings are referred to by their generic numbers only, the alphabetic suffix (if any) to a drawing number as given in this List of Drawings denotes the revision of the drawing that is applicable to this document.

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

PART C4 SITE INFORMATION

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SITE INFORMATION

1 NATURE OF GROUND AND SUBSOIL CONDITIONS

Details of the ground condition shall be provided to the appointed Contractor

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GREATER TAUNG LOCAL MUNICIPALITY

BID NO: GTLM/INFR07/2022/2023

FOR

CONSTRUCTION OF BUXTON ACCESS ROAD

PART C5 APPENDICES

Appendix A : Occupational Health and Safety Specification and Baseline Risk Assessment

Appendix B : Tender Drawings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPENDIX A

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPENDIX B

TENDER DRAWINGS

Contractor
1077 (ENG_ACES 03/2022)

Witness 1

Witness 2

Employer

Witness 1

Witness 2