



MAKHUDUTHAMAGA LOCAL MUNICIPALITY

CIDB Class Grading 7CE or Higher

CONTRACT NO.: LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015

FOR

CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

PROCUREMENT DOCUMENT:

September 2021

NAME OF TENDERER:

TENDER SUM:

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PART T1: TENDERING PROCEDURES

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T1.1 BID NOTICE AND INVITATION TO BID

Bidders are hereby invited to bid for the following projects:

NO.	Project Number	Project Description	Compulsory Briefing Date & Venue	Closing Date	CIDB Grading	Amount
1.	LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015	CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD	No briefing session will be held. Bidders must communicate with the infrastructure unit/SCM for clarity	03/11/2021 at 12:00	7CE or higher	R 560

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.

Bid documents will be obtainable from Makhuduthamaga Local Municipal offices from **9 October (Mon-Fri from 08:00-14:30)** from the cashiers; at a non-refundable deposit of **R560.00** payable in cash or bank guaranteed cheque. Bid documents can also be downloaded from online service (www.onlinetender.co.za) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and revised procurement regulation April 2017 on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points are for B-BBEE (according to the said legislation). Details of Functionality are in the bid document. Bids will remain valid for 90(ninety) days.

The lowest and any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not fully completed. Bidders are required to initial each page of the tender document and sign where necessary.

For enquiries contact:

Supply Chain Unit : **Ms. Sekgoele R - 013 265 8607**
Infrastructure Unit : **Mr Senong PA - 013 265 8735**

Ms MN RAMPEDI
MUNICIPAL MANAGER,
PRIVATE BAG X 434
JANE FURSE 1085

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

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

Sub-clause	Data
F.1.1	The employer is the Makhuduthamaga Local Municipality .
F.1.2	The Project Document issued by the employer consists of the following: THE TENDER Part T1: Tendering procedures: T1.1 Tender notice and invitation to bid T1.2 Tender Data T1.3 Standard Conditions of Tender Part T2: Returnable documents T2.1 Returnable Schedules required for Tender Evaluation T2.2 MBD Forms Checklist T2.3 Other Documents required for Tender Evaluation T2.4 Returnable Schedules that will be incorporated into the Contract THE CONTRACT Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Agreement in Terms of the Occupational Health & Safety Act C1.3 Guarantee C1.4 Contract Data C1.5 Form Agreement in Terms of the Mine Health and Safety Act C1.6 Appointment in Terms of Section 4 of the Mine Health and Safety Act C1.7 Mine Health and Safety Act No 29 C1.8 Agreement in Terms of Section 4 of the Mine Health and Safety Act Part C2: Pricing Data C2.1 Pricing instructions C2.2 Bills of quantities C2.3 Summary of Bills of Quantities C2.4 Calculation of Tender Sum Part C3: Scope of work C3.1 Description of Works C3.2 Employer's Agenting C3.3 Procurement C3.4 Construction C4.5 Management of the works

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	Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part C5: Annexures C5.1 : Pro-forma Documents C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) C5.3 : Contract Drawings C5.4 : Occupational Health and Safety Policy
F.1.4	The employer is: Makhuduthamaga Local Municipality Address: Private Bag x 434 Jane Furse 1085 Tel: (013) 265 8737 Fax: (013) 265 1975 E-mail: senongp@makhuduthamaga.gov.za
F.2.1	Only those tenderers who are registered with the required CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE OR HIGHER class of construction work. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the required CIDB - the lead partner has a contractor grading designation in the CE class of construction work; and 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 7CE OR HIGHER class of construction work are eligible to submit tenders.
F.2.7	The arrangements for a compulsory clarification meeting are: No briefing session will be held. Bidders must communicate with the infrastructure unit/SCM for clarity.
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for

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	the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: In the entrance foyer (ground floor) of Makhuduthamaga Municipality, Groblersdal Road, JANE FURSE, next to the Jane Furse Plaza. Identification details: CONTRACT NUMBER: LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015 CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of Tender offers is: 03/11/2021 @12H00
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	Tax Clearance will be confirmed with SARS before award (Done through CSD)
F.3.4	The time and location for opening of tender offers: Be informed that due to the ongoing COVID-19 pandemic, tenders will not be opened in public.
F.3.11	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference) The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 100% N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula $A = (1 - \frac{P - P_m}{P_m})$ P_m $W_1 = (1) 80$ where the financial value inclusive of VAT of all responsive tenders received have a value up to R 50 000 000 as guided by PPPFA 2000 preferential procurement regulations, 2017 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

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F3.13.1	Tender offers will only be accepted on condition that: a) a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) 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; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.18	The number of paper copies of signed contract to be provided by the Employer is one
	Labour Content: The minimum Labour content for this project shall be 10% OF THE WORKS. Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor's own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.
F.3.11	Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette.

	SUPPLY CHAIN MANAGEMENT EVALUATION PROCESS AND CRITERIA The following evaluation process and criteria will be used to evaluate all bids submitted: 1. Administrative Compliance – Phase One 1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation. 1.2 Critical Criteria: The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation • All Pages to be initialled • Form of Offer completed and signed • Site inspection is compulsory • All attached MBD forms must be completed and signed. • If the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish– (i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements – (aa) for the past three years; or (bb) since their establishment if established during the past three years; (ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; (iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic Bill of quantities to be filled in black ink • Initial all alterations in the BoQ • Authority of Signatory to be signed • JV agreement submitted (Where applicable) • Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached)
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- Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors)
- Certified ID copies of directors/shareholders/members to be attached
- 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. (Please note: Non-submission will not lead to disqualification of the bidder).

NB: All copies must be certified, the certification must not be older than 3 months of the closing date.

2. Functionality – Phase Two

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

FUNCTIONALITY

Item	Criterion	Weighting
A	Company relevant experience	20
B	The value of relevant projects completed. Score will be based on the successfully executed and completed roads & storm water projects over the last five years of which details are provided on Form T2.1 E	30
C	Plant and Equipment necessary for construction	10
D	Relevant Experience of the Site Agent/Key Personnel to roads & storm water projects	15
E	Specific Knowledge	15
F	Financial Status	10
	TOTAL	100

NB!

The minimum cut off points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.

Tenderers to submit required information as stated below. Non-submission will result in loss of points.

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Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 70 points will then be evaluated in terms 80/20 preference point system.

A. Company relevant Company Experience

No	Target Goals	Maximum Points 30	Points Claimed
The <u>highest 3 project</u> will be evaluated			
1	Tenderer score zero points where information is not provided	0	
2	Tenderer scores 15 points where information regarding the company's relevant experience is provided	15	
3	Tenderer scores 20 points where information regarding the company's relevant experience is indicated, copies of completion certificates. All relevant projects has full lists with appointment letters.	20	

Note:

- Criteria No 2 above: Company relevant experience with minimum three appointments. Each appointment more than R10 million.
- Criteria No 3 above: Company relevant experience with minimum three appointments. Each appointment more than R20 million.

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B. Value Of Relevant Projects Completed (specifically roads & storm water projects)

No	Target Goals	Maximum Points 30	Points Claimed
The <u>highest 3 project</u> will be evaluated			
1	Tenderer score zero points where information is not provided	0	
2	Tenderer scores 5 points per project where the value of a completed project/s is/are more > R10 000 000 < R20 000 000 and appointment letter as well as well as completion certificates are attached.	15	
3	Tenderer scores 8 points per project where the value of a completed project/s is/are more > R20 000 000 < R30 000 000 and appointment letter as well as well as completion certificates are attached.	24	
4	Tenderer scores 10 points per project where the value of a completed project/s is/are more > R30 000 000 and above and appointment letter as well as well as completion certificates are attached.	30	

Note: Referees provided, to be contactable to confirm the value and the completion certificates provided.

All copies must be certified, the certification must not be older than 3 months of the closing date.

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C. Plant and Equipment necessary for construction

No	Target Goals	Maximum Points 10	Points Claimed
1	Respondent score zero points where no plant and or equipment ownership or arrangement to hire is indicated	0	
2	Respondent scorer 5 points where the total minimum plant required a letter of intent from an acceptable plant/machinery hire confirming the intent to make the plant available.	5	
3	Respondent scorer 10 points where the total minimum plant/machinery required is indicated with proof of ownership.	10	

Note: points will be allocated as described below.

Required Plant	Allocated Points	Points Claimed
TLB X (1 in number)	1	
Grader X (1 in number)	1	
Excavator X (1 in number)	1	
Tipper Truck X (2 in number)	1	
Roller X (1 in number)	1	
Water tanker X (1 in number)	1	
LDVs X (1 in number)	1	
Pad foot (1 in number)	1	
Pneumatic Roller (1 in number)	1	
Asphalt Paver (1 in number)	1	
Total Points	10	

Note: Tenderer to submit proof of ownership with certification not older than three months. In the case of hiring, a letter of intent from an acceptable plant/machinery hire must be submitted confirming the intent to make the plant available

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D. Experience of Site Agent/Key Personnel (15 points)

No	Targeted Goal (CVs Compulsory)	Tendered Goal	Points Claimed
Relevant projects that include roads, stormwater and labour intensive construction			
1	Site Agent/Key Staff experience with 0 – 5 years	5	
2	Site Agent/Key Staff experience with 6 – 10 years	10	
3	Site Agent/Key Staff experience with 11+ years	15	
	Total points: Experience of Key Personnel	15	

N.B: Tenderers to submit curriculum vitae, including project values, with contactable references and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.

E. Specific Knowledge (15 points)

No	Targeted Goal	Tendered Goal	Allocated points by Municipality
1	Site Agent trained in Labour intensive construction methods at least NQF level 2	10	
2	Site Agent trained in Labour intensive construction methods at least NQF level 5	15	
	Total Points: Specific Knowledge	15	

N.B: Tenderers to submit curriculum vitae and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.

F. Financial status

Ability of the tenderer to finance working capital requirements before the first claim is paid by the Client. Score will be based on the Bank Rating of the tenderer which will be obtained from the tenderer's banker using details as provided on Form T2.2 B.

Bank Rating	Points	Points Claimed
Bank Rating = F to G	0	
Bank Rating = E	2	
Bank Rating = D	4	
Bank Rating = C	6	
Bank Rating = B	8	
Bank Rating = A	10	

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NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients. etc.)

Minimum Required Score for functionality is: **70 points**

Note: A bidder/s that scores less than **70** points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

FOR B-BBEE EVALUATION: Kindly attach B-BBEE certificate.

Bidders should note that although the above are the main criteria, the MLM may consider other factors when evaluating Bid's and those factors will be discussed with the successful bidder(s) and may not disadvantage any bidder

Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2017.

The 80/20 point system will be as follows:

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

Certified copy of B-BBEE certificate, and 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.

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	• Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims. • Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE. • A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid. • Public entities and tertiary institutions must also submit B-BBEE Status Level Award of contract to bids not scoring the highest number of points (a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system. (b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law. Evaluation of bids that scored equal points (a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE. (b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality. (c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.
Local Municipality Special No.1	SMME's: It is encouraged that participation in the contract to a minimum of 10% of the contract value be granted to local SMME companies. Local is defined as "having their head office within the Makhuduthamaga Local Municipality boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred.
Local Municipality Special No.2	Local Labour Content: The minimum target for expenditure on wages of Local Labour for this project shall be 10% of the Tender Sum.

T1.3: Standard Conditions of Tender

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 and as published in Government Gazette No 33239 of 28 May 2010 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled "Annex F" is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

Annex F
(normative)

Standard Conditions of Tender

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 fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

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- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be 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 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers reissue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject 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

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shall be advised when they are to submit their best and final offer.

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

F.1.6.3 Proposal procedure using 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

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.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary

apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted 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.2.13 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 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.

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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 email will be rejected by the employer, unless stated otherwise in the tender data.

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

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

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 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, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 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:

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

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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 nonconforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of 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.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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.
- b) 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.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate 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: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

$$TEV = NFO + NQ$$

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

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

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

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

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

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

$$TEV = NFO + NP + NQ$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.
 W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as 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

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data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

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:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;
MS is the maximum possible score for quality in respect of a submission; and
W2 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 unacceptable commercial risk and only if the tenderer:

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

F.3.14 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.

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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.

END OF SECTION

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T2.5	RETURNABLE DOCUMENTS CHECKLIST	ERROR! BOOKMARK NOT DEFINED.

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T. 2.1 RETURNABLE DOCUMENTS FOR TENDER EVALUATION

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T2.1 M	CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION).....	T.46
T2.1 N	CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP)	T.47
T2.1 O	CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS / SHAREHOLDERS)	T.48
T2.1 P	JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE) ...	T.49
T2.1 Q	CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE.....	T.50
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T2.1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of
 hereby confirm that by resolution of the board (copy attached)
 taken on20....,Mr/Mrs.....acting in the capacity
 of.....,was authorised to sign all documents in connection with this
 tender and any contract resulting from it on behalf of the company.

As witness

1.....

 Chairman
 2.....

 Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as.....

hereby authorise Mr/Mrs.....,acting in the capacity
 of.....to sign all documents in connection with the tender for
 Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company.....,

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

The Joint Venture agreement must be submitted with this document and must clearly state the percentage partnership, payment procedures and VAT payment percentages between the two parties.

Failure to affix the Joint Venture agreement as prescribed to this page shall result in this tender not being further considered for the award of the contract.

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....
Signature: Sole owner

2.....
Date

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E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

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T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at
.....(location) on.....(date), starting at.....

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

Particulars of person(s) attending the meeting:

Name

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ Employer's Agent, namely:

Name.....

Signature.....

Capacity.....

Date & Time.....

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T2.1 C 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 requirement for us to submit the name 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.

	Name and address of proposed Subcontractor	Company Registration Number& CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

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

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

Tenderer.....

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T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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 is my/our tender is accepted. If found at any stage that the information is false and incorrect, the tender will not be further considered for the award of the contract.

(a) Details of major equipment that is owned by and 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.....

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T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed..... Date

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

Tenderer.....

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T2.1 F 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 of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date

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

Tenderer.....

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T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) 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.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

.....

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T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Item 13.01 The contractor's general obligations:

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

Shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):
.....% (insert percentage).

SIGNED ON BEHALF OF TENDERER:

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T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/share holders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy (Copies) of ID document(s) and proof of payment not older than 3 months

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

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T2.1 J AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____(Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Makhuduthamaga Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20 _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

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T2.1 K VALID TAX CLEARANCE CERTIFICATE (in terms of the Preferential PROCUREMENT)

Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011) and SARS Pin

*Attach Tax Certificate
and SARS pin*

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T2.1 L CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY)

Attach Certificate

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T2.1 M CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION)

Attach Certificate

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T2.1 N CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP)

Attach Certificate

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T2.1 O CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS / SHAREHOLDERS)

Attach Certificate

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T2.1 P JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE)

Attach Certificate

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T2.1 Q CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

Attach Certificate

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**T2.1 R ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID
LEASE AGREEMENT (IF RENTING) OF THE COMPANY**

Attach Certificate

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**T2.1 S ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID
LEASE AGREEMENT (IF RENTING) OF THE DIRECTORS / SHAREHOLDERS**

Attach Certificate

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T2.1 T ORIGINAL BANK RATING CERTIFICATE

Attach Certificate

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**T2.1 U CERTIFIED COPIES OF CURRICULUM VITAE OF ALL SUPERVISORY AND
SAFETY PERSONNEL**

Attach Certificate

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T2.1 V PRO-FORMA CERTIFICATE OF INSURANCE COVER

Attach Certificate

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**T2.1 W CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF
CONTRIBUTOR (IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS, 2017)**

Attach Certificate

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PART T2.2: MBD FORMS CHECKLIST

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T2.2 MBD FORMS CHECKLIST

- | | |
|--------------------------|---|
| ☐ | MBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING |
| ☐ | MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS |
| ☐ | MBD 3.1: PRICING SCHEDULE – FIRM PRICES |
| ☐ | MBD 4: DECLARATION OF INTEREST |
| ☐ | MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION |
| ☐ | MBD 6.1: PREFERENCE POINTS CLAIM FORM |
| ☐ | MBD 7.1: CONTRACT FORM – PURCHASE OF GOODS / WORKS |
| ☐ | MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |
| ☐ | MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION |

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T2.2 A MBD: INVITATION TO BID

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015	CLOSING DATE:	03/11/2021	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION OF LOBETHAL TO TISANE 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 (STREET ADDRESS)

Tender Box at the Makhuduthamaga Local Municipality Offices, foyer Makhuduthamaga Local Municipality, Jane Furse, Limpopo					
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

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[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	
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	Technical Services	Phekiso Consulting Engineers	
CONTACT PERSON	Mr P Senong	Mr H Phala	
TELEPHONE NUMBER	(013) 265 8625	(015) 291 1500	
FACSIMILE NUMBER	(013) 265 8625	(086) 546 3520	
E-MAIL ADDRESS	senongp@makhuduthamaga.gov.za	admin@phekisoconsulting.co.za	

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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.

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3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T2.2 B MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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 the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign 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 Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications 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.

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T2.2 C MBD 3.1: PRICING SCHEDULE – FIRM PRICES

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

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

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		
-	At:		
-	Brand and Model	(if applicable)	
-	Country of Origin		
-	Does the offer comply with the specification(s)?	*YES/NO	
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		*Delivery: Firm/Not firm
-	Delivery basis		

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

T2.2 D MBD 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1. Full Name of bidder or his or her representative:.....
- 2.2. Identity Number:.....
- 2.3. Position occupied in the Company (director, trustee, shareholder²):.....
- 2.4. Company registration number:.....
- 2.5. Tax Reference Number:.....
- 2.6. VAT Registration Number:.....

- 2.6.1 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below.

“State” means –

- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. Any municipality or municipal entity;
- c. Provincial legislature;
- d. National Assembly or the national Council of provinces; or
- e. Parliament.

“shareholder” means-

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

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2.1. Are you or any person connected with them bidder presently employed by the state? YES ☐ NO ☐

2.1.1. If so, furnish the following particulars: Name of person / director / trustee/ shareholder/ member:

Name of state institution at which you or person connected to the bidder is employed:
.....

Position occupied in the public institution:
.....

Any other particulars:
.....
.....
.....

2.1.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES ☐ NO ☐

2.1.2.1. If yes, did you attach proof of such authority to the bid document? YES ☐ NO ☐

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.1.2.2. If no, furnish reasons for non-submission of such proof:

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

2.2. Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with the state in the previous twelve months? YES ☐ NO ☐

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

2.3. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES ☐ NO ☐

2.3.1. If so, furnish particulars:

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-
-
- 2.4. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjustment of this bid? YES ☐ NO ☐

2.4.1. If so, furnish particulars:

.....

.....

- 2.5. Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES ☐ NO ☐

2.5.1. If so, furnish particulars:

.....

.....

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

Full Names	Identity Number	Personal Tax Reference Number	State Number/ Number	Employee Persal

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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T2.2 E MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars. ***YES / NO**

.....

.....

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

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3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 if yes, furnish particulars

.....

.....

T. CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

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T2.2 F MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to this bid:

- a) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- b) a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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.

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2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
------------------------------------	---------------------------------

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1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

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7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

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8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

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8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2 G MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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, 2017, 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, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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2. 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>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3..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 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

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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.

4. 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 AO/AA provide directives in this regard.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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 Institution):

.....

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.thdti.gov.za/industrialdevelopment/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 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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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	

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 4.1 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:**DATE:** _____**WITNESS No. 1****DATE:** _____**WITNESS No. 2****DATE:** _____

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T2.2 H MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)
.....
in accordance with the requirements and specifications stipulated in bid number
.....at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

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MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity
as.....

accept your bid under reference numberdated.....for the
supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the
delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.
2.

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T2.2 I MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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:		
Item	Question	Yes	No

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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T2.2 J MBD 9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

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- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.3 A	DECLARATION OF GOOD STANDING REGARDING TAX . ERROR! BOOKMARK NOT DEFINED.	89
T2.3 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	ERROR! BOOKMARK NOT DEFINED.
T2.3 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	T.91
T2.3 D	CERTIFICATE OF NON-COLLUSIVE TENDER.....	T.92
T2.3 E	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.94
T2.3 F	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	T.95
T2.3 G	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS	T.98
RDP1(E)	SCHEDULE OF LABOUR CONTENT.....	T.102
RDP2(E)	EMPLOYMENT OF ABE'S	T.103
RDP3(E)	HDI EQUITY IN PROJECT.....	T.104
RDP4(E)	HDI SUPERVISORY STAFF	T.105
RDP5(E)	ABE DECLARATION AFFIDAVIT	T.106
RDP6(E)	GENERIC TRAINING	T.107
RDP7(E)	ENTREPRENEURIAL TRAINING	T.108
RDP8(E)	EMPLOYER'S AGENTING SKILLS TRAINING.....	T.109

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T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES	Tender No: Closing Date:																				
DECLARATION OF GOOD STANDING REGARDING TAX																					
PARTICULARS																					
1. Name of Taxpayer/Tenderer:																					
2. Trade Name:																					
3. Identification Number: (If applicable)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
4. Company / Close Corporation registration number:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
5. Income Tax reference number:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
6. VAT registration number: (If applicable)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
7. PAYE employer's registration number: (If applicable)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
8. Monetary value of tender:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 150px; height: 20px;"></td> </tr> </table>																				
DECLARATION																					
I, the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:																					
(i) Have been satisfied in terms of the relevant Acts; or (ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*																					
.....																					
SIGNATURE	CAPACITY																				
DATE																					
PLEASE NOTE: * The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.																					

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T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

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

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Name of Bank:
- b) Branch of Bank
- c) Town/city/suburb where bank is situated
- d) Contact Person at the Bank:
- e) Telephone number of Bank: Code: Number:
- f) Account Number:
- g) Bank rating (include confirmation from bank or financial institution):
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

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T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- a) Written proof of his registration with the CIDB as the relevant Category 7CE or Higher, or
- b) Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

- 1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- 2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

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T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER

IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

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T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term “person” includes any persons, body of persons or association, whether corporate or not, the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term “person outside this consortium” means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:

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**T2.3 E COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in Makhuduthamaga Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the Tenderer's misrepresentation.

T2.3 F REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

F1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

F2 Definitions

F2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs.

F2.2 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 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
 - 1) R10 million in respect of contractors who mainly perform Civil Employer's Agenting Services.
 - 2) R2,5 million in respect of labour-only subcontractors
 - 3) R10 million in respect of Manufacturers
 - 4) R15 million in respect of Suppliers
 - 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
 - 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals

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(PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

F2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

F2.4 Target values

- (a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	:	10%
ABE support	:	25%

(b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff : 10%

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

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F3 Preferential Procurement Point System Policy

The Procurement Policy to be used is included under section 21(b) of the Supply Chain Management Policy

F4 Contract Participation Performance (CPP)

F4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

F4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

F5 Training

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.

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T2.3 G EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS

1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 2.8.

Ownership	Percentage owned	Points claimed
Equity ownership by persons who due to the apartheid policy that had been in place, had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution")		
	%	
Equity ownership by women	%	

2. DECLARATION WITH REGARD TO EQUITY

- 2.1 Name of firm :
- 2.2 VAT registration number :
- 2.3 Company registration number :

2.4 TYPE OF FIRM

☐	Partnership
☐	One person business / sole trader
☐	Close corporation
☐	Company
☐	(Pty) Limited

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

2.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

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2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

*Indicate YES or NO

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2.9 Consortium / Joint Venture

2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member **(to be consistent with paragraph 2.8)**:

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

*Indicate YES or NO:

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2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Makhuduthamaga Municipality may, in addition to any other remedy it may have –
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1
 SIGNATURE(S) of TENDERER(S)

2
 DATE:
 ADDRESS:

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RDP1(E) SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 10%

Note: The full amount of this 10% target value should be obtained from Local Labour content. This 10% labour content shall be from the LOCAL COMMUNITY, the contractors own key, skilled and unskilled personnel will not be counted towards the said 10% of the contract amount minimum labour content.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL			
PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER:

MAKHUDUTHAMAG
LOCAL MUNICIPALITY

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies, the ratios of equity shareholding are to be replaced by the ratio of HDI and female representivity at directorship level.

SIGNED ON BEHALF OF THE TENDERER

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RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 30%. Refer Form T2.1 K, item 2.4(b). It is proposed to employ the following salaried personnel on this contract as supervisory staff:

(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDI as percentage of total %

Notes to tenderer:

1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.
2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.
3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

SIGNED ON BEHALF OF THE TENDERER

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RDP5(E) ABE DECLARATION AFFIDAVIT

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.

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RDP6(E) GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

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RDP7(E) ENTREPRENEURIAL TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

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RDP8(E) EMPLOYER'S AGENTING SKILLS TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

.....

T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

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T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.4 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)	MONTH	VALUE (INCLUDING VAT)
1	R	11	R
2	R	12	R
3	R	13	R
4	R	14	R
5	R	15	R
6	R	16	R
7	R	17	R
8	R	18	R
9	R	Final	R
10	R		
TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT) DURATION.....(MONTHS)			

SIGNED ON BEHALF OF TENDERER:

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T2.4 B RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of sub-clause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumen.

SIGNED ON BEHALF OF TENDERER:.....

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T2.4 C ALTERATIONS BY TENDERER

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

Page	Clause or Item

SIGNATURE OF TENDERER: DATE:

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T2.4 D WORKS PREVIOUSLY EXECUTED

The following is a statement of major relevant works successfully executed by myself/ourselves in recent years:

Employer	Engineer *	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.

SIGNATURE OF TENDERER:

DATE:

* State firm, contact person and telephone number.

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T2.4 E PRESENT COMMITMENTS

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

SIGNATURE OF TENDERER:

DATE:

* State firm, contact person and telephone number.

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T2.4 F SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Construction Health and Safety Officer						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitae's of all supervisory and safety personnel.

SIGNATURE OF TENDERER:

DATE:

T2.4 G CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR

1. DEFINITIONS

The following definitions shall apply to this schedule:

1.1 Targeted labour

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor's own staff, unless such staff are also from the Target Area.

1.3 Target Area

The target area is defined as the area resorting under the Makhuduthamaga Local Municipality Areas, in which the project is located.

2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;
- (2) accept the sanctions set out in Section 4 below should such conditions be breached; and
- (3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

- 3 Requirements
- 3.1 Contract participation goal

ADD THE FOLLOWING TO 3.1.1:

"Targeted labour shall be engaged in the performance of the contract to the value of% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5."

4. SANCTIONS

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In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{1.0 \times (D - D_o) \times N_A}{(100)}$$

where:

- D = tendered Contract Participation Goal percentage
- D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
- N_A = Net Amount (Actual contract expenditure, excluding VAT)
- P = Rand value of penalty payable.

5. TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 7.5%)

I/we hereby tender a Contract Participation Goal of% for the Participation of Targeted Labour.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.

SIGNATURE:

NAME:

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR:

T2.4 H LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications.

1. General Foreman/Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His/her duties encompass any one or more of the following activities:

- (a) Supervision
- (b) Maintaining discipline
- (c) Ensuring safety on the workplace
- (d) Being responsible to the Contractor for efficiency and production for his/her portion of the works
- (e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan
- (b) Giving out work to other employees under his/her control and supervision
- (c) Ensuring safety on the workplace
- (d) Maintaining discipline
- (e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities:

- (a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person
- (b) Giving out work to other employees under his control and supervision
- (c) Maintaining discipline
- (d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

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An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Note: Man-Days table on next page.

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MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1		
3.2		
3.3		
4. Safety Inspectors (specify type)		
4.1		
4.2		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

SIGNATURE OF TENDERER:

DATE:

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T2.4 I COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO
2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).
.....
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO
How is this policy communicated to all employees?
.....
4. Does the Contractor keep records of safety aspects of each construction site? YES / NO
If yes, what records are kept?
.....
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? YES / NO
.....
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES / NO
If yes, please explain his duties and provide a copy of his CV.
.....

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.....

7. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO

.....

8. Does the Contractor have a safety induction training programme in place? YES / NO
(If yes, provide a copy).

SIGNATURE OF TENDERER: DATE:

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T2.4 J PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc

SIGNATURE OF TENDERER: DATE:

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T2.4 K SUB-CONTRACTORS

The tenderer shall list below any subcontractors he/she intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

SIGNATURE OF TENDERER:

DATE:

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T2.4 L SITE INSPECTION CERTIFICATE

As required by the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

SIGNATURE OF TENDERER:

DATE:

Site Visit

This will certify that.....

Representing.....

attended a Site Inspection for this Contract on 20.....

FOR THE ENGINEER: (signed)

SIGNATURE OF TENDERER: DATE:.....

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T2.4 M AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

(a) A company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

(b) A partnership, and attach hereto a certified copy of the required resolution by all partners

☐

(c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

(d) A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

(e) A joint venture, and attach hereto:

☐

- An notarially certified copy of the original document under which the joint venture was constituted
- Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

SIGNATURE OF TENDERER: DATE:.....

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T2.4 N PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

*** Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- Name of Business (or person, in case of goods/services provided by a person):
..... ()*
- Official physical address of business, e-mail, telephone and fax numbers:
Address: ()*
e-mail: ()*
Telephone: ()*
Fax: ()*
- Electricity account no. if a local business: ()*
- Type of business (Company, cc, etc): ()*
- Main business activity (Stationary Dealer, Building Contractor, etc):
..... ()*
- Estimated annual turnover (to remain confidential): R..... ()*
- Full name of controlling shareholder if not a one-man business (to remain confidential):
..... ()*

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- Equity held by HDI's in the above-mentioned business:

Full Name	ID No	Race	Sex (M/F)	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

SIGNATURE OF TENDERER:

DATE:

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T2.4 O JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....		%
.....		%
.....		%
.....		%
.....		%

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity)

and in accordance with any further agreements as attached to this document, titled

and dated(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

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Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....			
.....			
.....			
.....			
.....			

WITNESSES:	1.			
	2.			

SIGNATURE OF TENDERER: DATE:

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T2.4 P PREFERENTIAL PROCUREMENT

List all partners, proprietors and shareholders and complete the table.

Name	Proportional percentage contribution only if a Joint Venture (1*)	HDI			% Owned (5*)	Other Specific Goals	
		No franchise prior to elections (2*)	Women (3*)	Disabled (4*)		Joint venture with local SMME (6*)	Located in MAKHUDUTHAM AGA LOCAL MUNICIPALITY (7*)

- * Notes:
- (1) Joint Venture agreement in Section T 2.2 of this document.
 - (2) States Yes or No.
 - (3) States Yes or No.
 - (4) States Yes or No.
 - (5) Indicate percentage Equity Ownership.
 - (6) States Yes or No.
 - (7) States Yes or No.

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Total HDI Equity Ownership (EP) %

Tender adjudication points claimed for Equity ownership of HDI's within the enterprise:

$$\text{NEP} = \frac{6}{100} \times \text{EP} = \frac{6}{100} \times \quad \%$$

NEP =

Calculation of preferential points:

$$\text{TPP} = \text{NEP} + \text{L(Locality)}$$

Where:

TPP = Total Preference Points scored

NEP = Points scored for Equity Ownership

L = Points scored for being located in Makhuduthamaga Local Municipality.

$$\text{TPP} = \dots + \dots = \dots$$

SIGNATURE OF TENDERER:

DATE:

MAKHUDUTHAMAG
LOCAL MUNICIPALITY

MAKHUDUTHAMAG
LOCAL MUNICIPALITY

MAKHUDUTHAMAG
LOCAL MUNICIPALITY

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.4 T DECLARATION OF INTEREST

Tenderers are to satisfy the Employer and the Engineer to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

		<u>YES</u>	<u>NO</u>
(1)	Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months	☐	☐
(2)	In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months	☐	☐
(3)	Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months	☐	☐
(4)	Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector	☐	☐

SIGNATURE OF TENDERER:

DATE:

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T2.4 U BANKING DETAILS

Bank Name:

Account Holder's Name:.....

Account Number:

Branch Code:

Contact Person:

Contact Number:

SIGNATURE OF TENDERER:

SIGNED ON BEHALF OF: DATE:

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T2.4 V RATES FOR SPECIAL MATERIALS

Each material dealt with as a special material in terms of sub clause 49(3) of the general conditions of contract is stated in the list below. The provisions of the contract price adjustment schedule of the general conditions of contract shall apply to such special materials. The rates and prices for the special materials shall be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT	DELIVERY BULK/CONTAINER *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNATURE OF TENDERER: DATE:

END OF SECTION

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**BID NUMBER: LIM473/LOBETHAL-TISANE ACCESS ROAD
21/22/015**

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PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.5: RETURNABLE DOCUMENTS CHECKLIST

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CHECKLIST

The following information **MUST** be completed in full and/or attached to the tender document:

RETURNABLE DOCUMENT	YES	NO
1. COMPLETE THE DOCUMENT WITH A BLACK INK, INITIAL WHERE ALTERED AND INITIAL EVERY PAGE, COMPLETE FORM OF OFFER.		
2. COMPANY REGISTRATION DOCUMENT		
3. ID COPIES COMPANY DIRECTORS: CERTIFIED.		
4. ORIGINAL SIGNATORY AUTHORISATION LETTER ON A COMPANY LETTER HEAD.		
5. VALID TAX CLEARANCE CERTIFICATE AND SARS PIN		
6. COMPLIANT CENTRAL SUPPLIER DATABASE, JV SHOULD SUBMIT FOR BOTH COMPANIES		
7. CIDB, JV SHOULD SUBMIT CONSOLIDATED CIDB		
8. B-BBEE CERTIFICATE: SANAS ACCREDITATION, JOIN VENTURES TO SUBMIT A CONSOLIDATED BBBEE CERTIFICATE: CERTIFIED OR SWORN AFFIDAVIT.		
9. LETTER OF GOOD STANDING: CERTIFIED		
10. RECENT ORIGINAL STAMPED LETTER FROM THE BANK WITH RATING		
11. COMPANY AND DIRECTORS PROOF OF MUNICIPAL ACCOUNT FOR WATER AND LIGHTS ARE NOT IN ARREARS; AND SHOULD NOT BE OLDER THAN 3 MONTHS/ RECENT AND ORIGINAL PROOF OF RESIDENCE FROM TRADITIONAL AUTHORITY OR VALID LEASE AGREEMENT ACCOMPANIED BY RECENT PROOF OF PAYMENT FOR MUNICIPAL RATES AND TAXES OF THE LESSOR		
12. PROGRAM OF WORKS, SCHEDULE OF MONTHLY EXPENDITURE		
13. JOIN VENTURE AGREEMENT: WHERE APPLICABLE • CIDB CONSOLIDATED • CONSOLIDATED B-BBEE CERTIFICATE		
14. COMPLETE THE DOCUMENT WITH A BLACK INK, INITIAL WHERE ALTERED AND INITIAL EVERY PAGE, COMPLETE FORM OF OFFER.		
15. SITE INSPECTION CERTIFICATE		

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Reasons for non-compliance:

.....

.....

Contact Details:

Office Phone No:

Office Fax No:

Cell phone No:

NAME IN CAPITAL (BLOCK) LETTERS

SIGNATURE OF TENDERER: DATE:

END OF SECTION

THE CONTRACT

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

PARTC1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.	C.6
C1.3	PERFORMANCE GUARANTEE	C.10
C1.4	CONTRACT DATA	C.12
C1.5	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.25
C1.6	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.27
C1.7	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997	C.28
C1.8	AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.29

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C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

CONTRACT No.: LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015 FOR THE CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD.

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

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

Rand (in words); (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of organization)

Name and
signature of
witness

..... Date

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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:

- PARTC1 Agreements and contract data, (which includes this agreement)
- PART C2 Pricing data
- PARTC3 Scope of work
- PARTC4 Site information
- PARTC5 Annexures

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data 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 days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)
Name(s)
Capacity
for the Employer.....
(Name and address or organization)

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

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Schedule of Deviations

Item	Deviation 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 changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Contractor:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness Date:

For the Employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

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

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C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.

This AGREEMENT made at on this day of in the year between Makhuduthamaga Local Municipality (hereinafter called "the Employer" on the one part, herein represented by in his capacity as and delegate of the Employer and (herein after called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No.:...../...../.....for (description of contract)..... in the District of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Principal Contractor 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 Employer's Agent requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (Second Edition) as issued b the South African Institution of Civil Employer's Agenting (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 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 mandatories and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.

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- v. Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
- 4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
- 5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
- 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor 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 Principal Contractor 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 issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Department of Roads and Transport. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager
for....., with effect from
..... until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.

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- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Department of Roads and Transport SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board the Department of Roads and Transport, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative. In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

SIGNED FOR ON BEHALF OF THE
EMPLOYER/SECTION 4.1 APPOINTEE

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

NAME

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

DATE:

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SIGNED FOR AND ON BEHALF OF THE
PRINCIPAL CONTRACTOR/MINE MANAGER.....

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

NAME

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

DATE: DATE:.....

Copy to: The Chief Inspector - Department of Minerals and Energy

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C1.3 PERFORMANCE GUARANTEE

MUNICIPAL MANAGER
Makhuduthamaga Municipality
Private Bag X434
Jane Furse
1085

CONTRACT

I/We, the undersigned,

.....
.....

acting herein in my/our capacity as

.....

..... and as such duly authorized to
represent

.....(Hereinafter referred
to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said Guarantor
for the

obligations of
(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between the
Municipal Manager of Makhuduthamaga Municipality and the said Contractor, and/or for the refund by
the Contractor of any excess payments to the Contractor not due and which cannot be recovered from
the amount of the retention money to the credit of the Contractor in terms of Clauses 6.2 and 6.10.1 of
the General Conditions of Contract 2010, and do further bind the Guarantor as surety and co-principal
debtor with the Contractor for any other amounts which may become payable to the said Municipal
Manager from any cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R
(..... %) of the contract amount which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions
of the said contract

and the Guarantor undertakes to pay the said amount of R
.....

or such portion thereof as may be demanded immediately on receipt of a written demand from you in
terms of Clause 6.2 of the General Conditions of Contract 2010. A certificate under your hand shall be
sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of
enabling provisional sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and
payable by the Contractor to the Municipal Manager have been paid and you or the

said Municipal Manager shall always be entitled without your or the Municipal Manager's rights being
affected, to release securities, to give time, to compound or to make any other arrangements with the
Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor
from liability in terms of this Guarantee.

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This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2015.

SIGNED at on this day of 20.....

AS WITNESSES:

1. GUARANTOR

ADDRESS:

.....

2.

ADDRESS:

.....

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C1.4 CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) for Construction Works, 3rd Edition (2015), (displaying “2nd Print” on the frontispiece); and published by the South African Institution of Civil Engineering, are applicable to this Contract.

The General Conditions of Contract, hereinafter referred to as GCC 2015, are not bound into this document, but are available at the Contractor’s expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2015 that applies to this Contract (see Notes on the next page).

NOTES

Note 1

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

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this procurement document.

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CONTRACT DATA

In terms of Clause 1.1.7 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.5	Add the following to the Clause after the last sentence. “The contract shall come into effect when the employer issues a letter to the contractor stating that his tender has been accepted / the contract has been awarded to the contractor, or upon receipt of the signed contract document by the contractor from the employer.”
1.1.1.12	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.”
1.1.1.14	<i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i> “This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for completion of the Works is indicated in Clause 5.5.1. The Due Completion Date shall be 7 Months”
1.1.1.15	The Employer is Makhuduthamaga Local Municipality.
1.1.1.16	The Employers Agent means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm Phekiso Consulting Engineers (Pty) Ltd to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.2	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.

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Clause	Contract Data															
	The address of the Employer is: Makhuduthamaga Local Municipality The Municipal Manager Roads and Storm Water Private Bag X434 Jane Furse 1085 The address of the Engineer is: Physical and Postal address: Phekiso Consulting Engineers Office 10 100 Marshall Street Polokwane 0699 e-mail address: admin@phekisoconsulting.co.za Contact numbers: Tel : (015) 291 1500 Fax : (086) 546 3520															
1.3.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.”															
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 table: <table><tr><th>Delegated to ER*</th><th>Requires EWA*</th><th>GCC Clause No</th><th>Description</th><th>Financial limit per occurrence</th></tr><tr><td></td><td>Y</td><td>1.2.1.2</td><td>Change of address</td><td>NA</td></tr><tr><td>N</td><td></td><td>2.2.3</td><td>Adverse physical conditions</td><td>NA</td></tr></table>	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence		Y	1.2.1.2	Change of address	NA	N		2.2.3	Adverse physical conditions	NA
Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence												
	Y	1.2.1.2	Change of address	NA												
N		2.2.3	Adverse physical conditions	NA												

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Clause	Contract Data				
	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence
			2.4.1	Ambiguity in or discrepancy between documents	NA
		Y	3.3.1	Employer's Agent's appointment and termination	NA
		Y	3.3.4	Employer's Agent's acting on Employer's Agent's behalf	NA
			3.3.6	Employer's Agent's orders or instructions causing dissatisfaction	NA
			4.3.1	Proof of compliance with applicable laws	NA
			4.3.2	Proof of good standing with payments in terms of legislation	NA
			4.4.2	Subcontractor to be approved	NA
			4.5.4	Payment for notices and fees	R.....
			4.7.1	Fossils, etc. on Site	NA
		Y	4.8.2	Facilities for others	NA
		Y	4.9.1	Removal of Construction Equipment from Site	NA
			4.10.1	Use of Site for Contractor's employees	NA
			4.10.2	Contractor's employee information	NA
			4.11.2	Removal of Contractor's employee from Works	NA
			4.11.2	Re-employment of Contractor's employee	NA
		Y	4.12.2	Approval of Construction Manager	NA
			5.3.1	Commencement of the Works	NA
			5.6.3	Approval of programme	NA
			5.6.4	Adjustment of programme	NA
		Y	5.7.1	Rate of progress falling behind programme	NA
		Y	5.7.1	Steps taken to expedite progress	NA
			5.7.2	Work at night	R.....
		Y	5.7.3	Acceleration of rate of progress	NA
			5.7.3	Payment for acceleration	R.....
		Y	5.8.1.1	Work during non-working times	R.....
			5.9.1	Instructions and drawings on Commencement Date	NA
			5.9.2	Further instructions and drawings	NA
			5.9.3	Requested instructions and drawings	NA
		Y	5.9.7	Contractor's designs	NA
		Y	5.9.7	Departing from Contractor's designs	NA

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Clause	Contract Data				
	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence
		Y	5.11.2	Suspension of the Works	NA
			5.11.6	Proceeding with Works after suspension	NA
N			5.12.4	Acceleration instead of extension of time	R.....
			5.13.2	Reduction in penalty	R.....
N	Y		5.14.1	Work to be completed for Practical Completion	NA
N	Y		5.14.2	Certificate of Practical Completion	NA
N			5.14.4	Certificate of Completion	NA
N			5.16.1	Final Approval Certificate	NA
	Y		6.3.1	Variation orders	R.....
	Y		6.3.2.1	Confirmation of a Variation Order	NA
			6.4.1	Valuation of a Variation Order	NA
			6.4.1.3	Consultation on valuation of a Variation Order	NA
			6.4.1.4	Dayworks as a Variation Order	R.....
	Y		6.4.2	Delivering the valuation of a Variation Order	NA
			6.5.1.3	Construction Equipment rates for dayworks	NA
			6.5.2	Materials for dayworks	R.....
			6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
			6.6.1	Provisional sum work	
			6.6.3	Prime cost work	
			6.7.2	Valuation of the Works	NA
			6.7.3	Measurement of work	NA
			6.8.4	Costs due to changes in legislation	NA
			6.9.3	Plant and materials becoming property of Employer	NA
			6.10.1	Monthly payment certificate	NA
			6.10.4	Delivery of payment certificate	NA
			6.10.7	Correction of previous payment certificate	NA
			6.10.8	Completion payment certificate	NA
			6.10.9	Final payment certificate	NA
			6.11.1	Variations exceeding 15%	

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Clause	Contract Data				
	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence
			7.1.1	Unsuitable Construction Equipment	NA
			7.4.1	Samples of materials	NA
			7.4.2	Test specimens	NA
			7.4.3	Tests	NA
			7.4.5	Reports on tests	NA
			7.5.1	Covering up work	NA
		Y	7.5.2	Delivery of Plant to Site	NA
		Y	7.5.3	Testing and examining Plant and work	NA
			7.5.5	Uncovering work	NA
		Y	7.6.1	Making good and retesting of Plant	NA
			7.6.2	Plant failing testing	NA
		Y	7.6.3	Removal of improper work	NA
		Y	7.7.1	Search for defects	NA
		Y	7.8.1	Making good of defects	NA
		Y	7.9.1	Work by others during emergency	NA
			8.2.2.2	Damage due to excepted risks	NA
			8.5.1	Reporting accidents	NA
			9.1.5	Termination of Contract	NA
	N	Y	9.2.1	Consultation on breach of Contract by Contractor	NA
	N	Y	9.2.1	Breach of Contract by Contractor	NA
	N	Y	10.1.3	Facts to assess Contractor's claim	NA
	N	Y	10.1.5	Consultation on Contractor's claim	NA
	N	Y	10.1.5	Ruling on Contractor's claim	R.....
	N	Y	10.2.3	Consultation on dissatisfaction claim	NA
	N	Y	10.2.3	Ruling on dissatisfaction claim	NA
	TOTAL FOR CONTRACT				
	*The following abbreviations apply to the above table: ER Engineer's Representative EWA Engineer's Written Action N No NA Not Applicable Y Yes				

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Clause	Contract Data
4.1.2	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The Contractor shall provide the following to the Engineer for retention by the Employer or his/her assignee in respect of all works designed by the Contractor: 4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 Design calculations should the Engineer request a copy thereof. 4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 ‘As-Built’ drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.”
4.3.1	Compliance with applicable laws. <i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. 4.3.1.2 OHS requirements The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.

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Clause	Contract Data
	The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date. 4.3.1.3 Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act. 4.3.1.4 Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations. 4.3.1.5 Contractor's Designer The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract."
4.4.4	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works. The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."

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Clause	Contract Data
4.10	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.”
5.3.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The Contractor shall commence executing the works within a period of 22 working days from the date of the written instruction by the Engineer unless otherwise agreed. The documentation required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Cashflow”
5.3.3	Add the following to Clause 5.3.3 after the last sentence: “The Contractor shall not commence with the Works until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof.”
5.5.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The time for Completion shall be 9 months from Commencement Date, including year-end break/s.”
5.6.2.6	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Commencement date after all documents after all documents are submitted
5.7.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.”

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Clause	Contract Data
5.8.1	The non-working Days are Sundays The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Penalty per day shall be R5 000,00 per day."
5.14.1	Practical Completion Replace the last sentence of the second paragraph: "Should the Engineer ... on the Due Completion Date." with the following: "Should the Engineer not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."
5.14.2	Issue of Certificate of Practical Completion Replace "the Engineer" 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 Engineer" in the second line of the first paragraph with: ", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"
6.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for

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Clause	Contract Data
	such works shall not relieve the Contractor in any way from his obligations either in contract or in delict."
6.2.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> The amount of the guarantee will be 10% of the Purchase Order as per Engineers instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A. The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order."
6.2.2	<i>DELETE THIS CLAUSE.</i>
6.8.2	The application of a contract price adjustment will apply to this Contract.
6.3.3	Price adjustment for variations in the cost of special materials is NOT allowed.
6.8.4	<i>DELETE THE WORDS "between the Employer and the Contractor".</i>
6.10.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "The percentage limit for materials not yet built into the Permanent Works is 80%."
6.10.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Guarantee made in terms of the Form of Offer and Acceptance coming into effect."
6.10.4	<i>IN LINE 3 DELETE THE WORD "said" AND INSERT THE WORD "correct".</i> In the third sentence replace "28" with "35".

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Clause	Contract Data
6.10.5.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Defects Liability Period will be 12 months.”
6.11.1.3	<i>IN LINE 2 OF THE SECOND PARAGRAPH DELETE “15 %” AND REPLACE IT WITH “25 %”.</i>
8.6.1.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Limit of indemnity shall be R2 million per event, the number of events being unlimited.”
8.6.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 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 Employer shall not be held responsible for such damages or losses.”
8.6.6	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer.”
9.2.1.3.7	<i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i> “The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,”
10.7.1	<i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i> This Contract provides for the determination of disputes by arbitration.

MAKHUDUTHAMAG
LOCAL MUNICIPALITY

Clause	Contract Data
1.1.1.9	The name of the Contractor is:
1.2.1.2	The Contractor's address for receipt of communications is: Physical address: Postal address: e-mail address: Contact numbers:
1.2.1	The security to be provided by the Contractor shall be: Performance guarantee of 10% of the Contract Sum.
6.5.1.2.3	The percentage allowance to cover overhead charges is %.
6.8.3	The variation in cost of special materials is as per Form T2.2.18

TENDER DOCUMENT

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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C1.5 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... between MAKHUDUTHAMAGA LOCAL MUNICIPALITY (hereinafter) called “the Employer”) of the one part, herein represented by in his capacity asand delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997)), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.
5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.
6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.

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7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.

8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy)

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

SIGNED ON BEHALF OF THE EMPLOYER.....

AS WITNESS:

1. 2.

NAME (Print):NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print):NAME (Print):



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C1.6 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

I, in my capacity as Municipal Manager of the Employer, MAKHUDUTHAMAGA LOCAL MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned Acts, hereby, in terms of Section3(1) of the Act (as amended) appointin his capacity as of the Contractor, of address:..... and contact number:..... to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act (as amended) for all the borrow pits on the project no.:.....for
.....
.....

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

I,..... having been appointed in terms of Section 4 of the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint in his capacity asof the Contractor.....as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print):1. 2.

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C1.7 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.

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C1.8 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... between MAKHUDUTHAMAGA LOCAL MUNICIPALITY (hereinafter) called “the Employer”) of the one part,

herein represented by in his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
 - a) all the requirements, regulations and standards of the Act, together with its amendments.
 - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.
4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.
NAME (Print): NAME (Print):

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015
CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD



SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)**

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN
FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO.
29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMENDMENT ACT (ACT NO. 72
OF 1997)**

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manager who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number, on contract no for the

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

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You are further required to inform the Manager, as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print): 1. 2.

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print): 1. 2.

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015
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**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)**

**APPOINTMENT OF RESPONSIBLE MINE SURVEYOR / COMPETENT PERSON:
REGULATION 2.12.2 AND 2.12.6 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE
HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE HEALTH AND
SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been appointed in terms
of Section 3(1) of the Act (as amended), by the Director: Infrastructure and Planning, who is our client,
'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the
above mentioned Acts hereby, in terms of Regulations 2.12.2 and 2.12.6 of the Act as amended, appoint
..... as Competent Person responsible for mine survey for the
Contractor,

..... of address

and contact number, on all contracts in the Limpopo Province that are undertaken
by the contractor.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:

NAME:

SIGNED: DATE:

NAME:

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD



**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)**

**APPOINTMENT AS COMPETENT PERSON IN CHARGE OF MACHINERY IN TERMS OF
REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND
SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY
AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Director: Infrastructure and Planning, who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18, 20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:

NAME:

SIGNED: DATE:

NAME:

PART C2: PRICING DATA

SECTION CONTENTS

C2.1	PRICING INSTRUCTIONS	C.36
C2.2	BILL OF QUANTITIES	C.39

C2.1 PRICING INSTRUCTIONS

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump 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.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

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- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum=	prime cost sum	
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

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C2.2 BILL OF QUANTITIES

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015
CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 1200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Protection, removal, realignment and replacement of services:				
	(a) Relocation and/or protection of existing services				
	(i) Telkom services	Prov Sum			100 000.00
	(ii) Water services	Prov Sum			150 000.00
	(iii) Eskom services	Prov Sum			150 000.00
	(iv) Other services	Prov Sum			50 000.00
	(b) Handling cost and profit in respect of subitem B12.01(a), B12.01(b), B12.01(c) and B12.01(d)	%	450 000.00		-
B12.02	Combined Engineer's/Contractor's site laboratory				
	(a) Combined Laboratory	Prov Sum	8.0	50 000.00	400 000.00
	(b) Financial contribution by the Contractor in respect of the establishment and operation of a combined Engineer's/Contractor's site laboratory (negative amount)	Month	8.0	-25 000.00	-200 000.00
B12.03	Contract information board	No	2.0		
B12.04	Additional survey as required by the Engineer				
	(i) Additional survey as required by the Engineer	PC Sum	1.0	25 000.00	25 000.00
	(ii) Handling cost and profit in respect of subitem B12.04(a)(i)	%	25 000.0		
B12.05	Compensation to Landowners:				
	(a) Prime cost for compensation to landowners	Prov Sum	1.0	350 000.00	350 000.00
	(b) Handling costs and profit in respect to Item B12.05 (a) above	%	350 000.0		
TOTAL SECTION 1200 CARRIED TO SUMMARY					

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015
CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	Contractor's general obligations:				
	(a) Fixed obligations	Lump Sum	1.0		
	(b) Value-related obligations	Lump Sum	1.0		
	(c) Time-related obligations	Month	8.0		
TOTAL SECTION 1300 CARRIED TO SUMMARY					-

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
B14.01	Provision of site offices and laboratory accommodation complete with fittings, fixtures, equipment and furniture as specified in layout figure of offices and laboratory:				
	(a) Offices (interior floor space only)	m ²	60		
	(b) Laboratories (interior floor space only)	m ²	30		
	(c) Open concrete working floors, 150mm	m ²	30		
	(d) Roofs over open concrete working floors	m ²	30		
	(e) Ablution units	m ²	8		
	(f) Stores	m ²	20		
14.02	Office and laboratory furniture				
	(a) Chairs	No.	16		
	(b) Draughtsman's stools	No.	1		
	(c) High chairs for laboratory	No.	4		
	(d) Desks, complete with drawers and locks	No.	8		
	(e) Drawing tables	No.	1		
	(f) Conference tables	No.	1		
B14.03	Office and laboratory fittings installations and equipment				
	(a) Items measured by number				
	(i) 220/250 volt power points	No.	12		
	(ii) 400/231 volt 3-phase power points	No.	2		
	(iii) Double 80 watt fluorescent light fittings complete with ballast and tubes	No.	8		
	(iv) Double 55 watt fluorescent light fittings complete with ballast and tubes	No.	5		
	(v) Single incandescent light fittings complete with 100 watt globes	No.	10		
	(vi) Hand wash basins complete with taps and drains	No.	2		
Carried forward / ...					

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015
CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward / ...					
B14.03	(vii) Laboratory basins complete with swan neck taps and drains	No.	3		
	(viii) Extractor fans installed complete with own power connection	No.	3		
	(ix) Fume cupboards complete according to the drawings	No.	1		
	(x) Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	No.	5		
	(xi) Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	No.	4		
	(xii) Heater, space-heating type, minimum capacity 1,5kW	No.	4		
	(xiv) General-purpose steel cupboards with shelves	No.	3		
	(xv) Steel filing cabinets with drawers	No.	3		Rate Only
	(xvi) Refrigerators	No.	2		
	(xvii) Bookcases	No.	3		Rate Only
	(xviii) Voltage stabilizers	No.	5		
	(xix) Plan holders	No.	2		
	(xx) Floodlights complete with poles and 500 Watt	No.	5		
	(b) Prime-cost items and items paid				
	(iii) The provision of a direct independent telephone line for the engineer, including the cost of calls in connection with contract administration and telephone rental	PC Sum	1	40 000.00	40 000.00
	(iv) Handling costs and profit in respect of sub-subitem B14.03(b) (iii) above	%	40 000.00		
	(vii) The provision of 400/231 volt 3- phase electrical power installations, including all wiring, switchboards, mains connections, etc	Lump Sum	1		
	(viii) The provision of gas installations, including gas-storage cylinders, tubing, regulators, gas burners and shut-off cocks	Lump Sum	1		Rate Only
	(ix) Cell phones costs, including pro-rata rentals, for calls in connection with contract administration	PC Sum	1	50 000.00	50 000.00
Carried forward / ...					

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward / ...					
B14.03	(x) Provision of telephone services with fax facility including cost of calls and fax transmission in connection with contract transmission administration and pro- rata telephone rental and cost of access to internet	PC Sum	1	80 000.00	80 000.00
	(xi) Handling cost and profit in respect of sub- item B14.03(b)(ix) above	%	50000		
	(xii) Handling cost and profit in respect of sub- item B14.03(b)(x) above	%	80000		
	(c) Items measured by area				
	(i) Shelving as specified, complete with brackets	m ²	20		
	(ii) Work-benches complete with concrete slab top, minimum thickness 75mm	m ²	20		
	(iii) Work benches complete with wooden top, minimum thickness 25mm	m ²	20		
	(iv) Constant temperature baths and/or plastered brick	m ²	5		
	(v) Foundations for laboratory equipment	m ²	20		
	(vi) Roller blinds, opaque type	m ²	25		Rate Only
14.04	(vii) Venetian blinds	m ²	25		Rate Only
	(viii) Notice boards as specified	m ²	20		Rate Only
14.04	Car ports				
	(a) Car ports, as specified, at offices and laboratory buildings	No.	6		
14.07	Rented, hotel and other accommodation				
	(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subsubclause B14.03(c)(2)	Prov. Sum	80000	1.00	80 000.00
	(b) Handling costs and profit in	%	80 000.00		
B14.08	Services				
	(a) Services at offices and laboratories	PC Sum	80000		
TOTAL SECTION 1400 CARRIED TO SUMMARY					

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015
CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	km	4.5		
15.02	Earthworks for temporary deviations				
	(a) Shaping of temporary deviations	km	4.5		
	(b) Cut and borrow to fill	m ³	3 780		Rate Only
	(c) Cut to spoil	m ³	500		Rate Only
15.03	Temporary traffic-control facilities:				
	(a) Flagmen	man-day	3 168		
	(b) Portable STOP and GO-RY signs	No	2		
	(d) Amber flicker lights	No	4		
	(e) Road signs, R- and TR-series, 1200 mm dia.	No	90		
	(f) Road signs, TW-series, 1500 mm	No	50		
	(h) Delineators (DTG50J):				
	(ii) Single (200mm x 800mm)	No	450		
	(iii) Mounted back to back (200mm x 800mm)	No	450		
	(i) Moveable barricade/road sign combination	No	15		
	(j) Traffic cones, 750 mm high	No	60		
	(k) Single guardrails attached to posts	m	240		
	(m) Two-way communication devices	No	6		
15.04	Relocation of traffic-control facilities	Lump Sum	1		
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m ³	2 500		Rate only
15.06	Watering of temporary deviations	kl	713		Rate Only
15.07	Blading by road grader of:				
	(a) Temporary deviations	km-pass	36		Rate Only
Carried forward / ...					

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward / ...					
	(b) Existing roads used as temporary deviations	km-pass	36		Rate Only
15.08	Repairs, alterations and/or additions to existing roads used as temporary deviations	Prov Sum			35 000.00
B15.15	Traffic safety officer	month	8		35 000.00
B15.16	Penalty for non-compliance with requirements for accommodation of traffic:				
	(a) Fixed penalty per occurrence	No		-5 000.00	Rate Only
	(b) Time-related penalty	h		-5 000.00	Rate Only
TOTAL SECTION 1500 CARRIED TO SUMMARY					

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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SCHEDULE A: ROADWORKS

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	CLEARING AND GRUBBING				
B17.01	Clearing and grubbing				
	(a) Road reserve	ha	8.5		
	(b) Borrow Pits	ha	5.0		
17.02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to and including 2m	No	10.0		
	(b) Girth exceeding 2m up to and including 3m	No	10.0		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	2 500.0		
17.05	Cleaning out of hydraulic structures				
	(a) Pipes with an internal diameter up to and including 750 mm	m ³	20.0		
TOTAL SECTION 1700 CARRIED TO SUMMARY					

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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SCHEDULE A: ROADWORKS

SECTION 1800

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	DAYWORKS				
B18.01	Personnel during normal working hours				
	(a) Unskilled labour	h	160.0		Rate Only
	(b) Semi-skilled labour	h	160.0		Rate Only
	(c) Skilled labour	h	80.0		Rate Only
	(d) Ganger	h	40.0		Rate Only
	(e) Foreman	h	40.0		Rate Only
	(f) Flagmen	h	40.0		Rate Only
B18.02	Equipment:				
	(a) Grader (CAT 140G or similar approved)	h	40.0		Rate Only
	(b) Dozer (CAT D7 or similar approved)	h	40.0		Rate Only
	(c) Track excavator, (CAT 225 or similar approved)	h	40.0		Rate Only
	(d) Track Excavator, (CAT 235 or similar approved)	h	40.0		Rate Only
	(e) Vibratory Roller (Bomag 212 or similar approved)	h	40.0		Rate Only
	(f) Pedestrian Roller (Bomag BW 90 or similar approved)	h	40.0		Rate Only
	(g) Water truck (500 litres)	h	40.0		Rate Only
	(h) Safety vehicle for premarking purposes	h	40.0		Rate Only
	(i) Tipper truck, 10.0m ³	h	40.0		Rate Only
	(j) Tipper truck, 6.0m ³	h	40.0		Rate Only
	(k) Backhoe TLB type (CAT 428 or equivalent)	h	40.0		Rate Only
	(l) Dewatering pump including generators and accessories (50 mm pump, 600 litres per minute)	h	40.0		Rate Only
	(m) Compressor (air) including hoses and tools (7m ³ /minute mass approximately 150 cpm)	h	40.0		Rate Only
Carried forward / ...					-

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 1800

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward / ...					-
B18.03	Materials				
	(a) Procurement of materials	Prov Sum	1.0	50 000.00	50 000.00
	(b) Contractor's handling costs,profit and all other charges in respect of Subitem B18.03(a)	%	50 000.00		
B18.04	Transport:				
	(a) LDV	km	2 000.0		Rate Only
	(b) Flatbed truck	km	500.0		Rate Only
	(c) Lowbed transport of plant	km	500.0		Rate Only
TOTAL SECTION 1800 CARRIED TO SUMMARY					

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LIM473/LOBETHAL-TISANE ACCESS ROAD 21/22/015
CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 2100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2100	DRAINS				
B21.01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m ³	2 500		
	(ii) Exceeding 1,5m and up to 3,0m	m ³	500		
	(b) Extra over subitem B21.01(a) for excavation in hard material irrespective of depth	m ³	500		
B21.03	Excavation for subsoil drainage systems:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m ³	300		
	(b) Extra over subitem B21.03(a) for excavation in hard material irrespective of depth	m ³	150		
B21.04	Impermeable backfilling to subsoil drainage systems				
	(a) Unstabilised natural gravel	m ³	100		
	(b) G5 material stabilised with 4% stabilising agent	m ³	50		
21.05	Banks and dykes	m ³	500		
21.06					
		m ³	50		
		m ³	20		
21.07					
	(i) Coarse Grade	m ³	150		
Carried forward / ...					

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 2100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward / ...				
21.08	Pipes in subsoil drainage systems:				
	(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings				
	(i) 150 mm internal dia. perforated or slotted	m	300		
	(ii) 150 mm internal dia. unperforated	m	100		
21.10	Synthetic-fibre filter fabric				
	(a) Bidim A4 or approved equivalent	m ²	500		
B21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(a) Outlet structures	No	1		
	(b) Manholes boxes	No	1		
	(c) Junction boxes	No	1		
	(d) Cleaning eyes	No	1		
21.13	Concrete caps for subsoil drain pipes	No	3		
21.15	Overhaul for material hauled in excess of 1,0 km free-haul (normal overhaul)	m ³ -km	600		
21.17	Test flushing of pipe subsoil drains	No	3		
B21.22	Subsoil outlet marker board	No	3		
TOTAL SECTION 2100 CARRIED TO SUMMARY					

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SCHEDULE A: ROADWORKS

SECTION 2200

	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2200	PREFABRICATED CULVERTS				
22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1.5m	m³	750		
	(ii) Exceeding 1,5m and up to 3,0m	m³	250		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m³	50		
B22.02	Backfilling:				
	(a) Using the excavated material	m³	40		
	(b) Using imported selected material	m³	300		
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling:				
	(i) with 3% cement	m³	150		
	(ii) with 5% cement	m³	50		
22.03	Concrete pipe culverts:				
	(b) On class B bedding:				
	(i) Type SC 100D-load pipes, ogee joints:				
	(1) 450mm dia.	m	25		
	(2) 600mm dia.	m	50		
	(3) 900mm dia.	m	70		
22.05	Portal and rectangular culverts:				
	(b) Without prefabricated floor slabs:				
	(i) 600mm x 600mm Class 100S	m	45		
	(ii) 900mm x 900mm Class 100S	m	170		
Carried forward / ...					

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 2200

	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward / ...				
22.07	Cast in situ concrete and formwork:				
	(a) In class A bedding, screeds and the encasing for pipes, including formwork:				
	(i) Class 15/19 concrete	m ³	40		
	(b) In floor slabs for portal or rectangular culverts, including formwork joints, and class U2 surface finish:				
	(i) Class 25/19 concrete	m ³	50		
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork, but including class U2 surface finish:				
	(i) Class 20/19 concrete	m ³	80		
	(d) Formwork of concrete under subitem 22.07(c) above:				
	(i) Class F1 surface finish	m ²	170		
	(ii) Class F2 surface finish	m ²	170		
22.08	Concrete backfill for culverts:				
	(a) Class 15/19 concrete	m ³	25		
22.10	Steel reinforcement:				
	(a) Mild steel bars	t	0.5		
	(b) High-tensile steel bars	t	3.0		
	(c) Welded steel fabric	kg	800		
22.12	Removing existing concrete:				
	(a) Plain concrete	m ³	30		
	(b) Reinforced concrete	m ³	30		
	Carried forward / ...				-

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SCHEDULE A: ROADWORKS

SECTION 2200

	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward / ...				-
B22.14	Removing and stacking existing prefabricated culverts:				
	(b) 600 mm to 1200 dia pipes	m	20		
	(b) Box culverts	m	20		
22.23	Service ducts:				
	(a) Ordinary pipes:				
	(i) 100 mm internal diameter unplasticised PVC pipes	m	150		
	(ii) 150 mm internal diameter unplasticised PVC pipes	m	150		
	(b) Split pipes:				
	(i) 100 mm internal diameter unplasticised PVC pipes	m	150		
	(ii) 150 mm internal diameter unplasticised PVC pipes	m	150		
22.24	Duct marker blocks, 1500 mm x 100mm x 100mm precast concrete posts, as shown on drawings	No	30		
22.25	Overhaul on excavated material carted to spoil, backfill material (but excluding portland cement in the case of soil cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free-haul distance	m ³ -km	5 000		
B22.29	Dowels for joining new concrete outlet slab with gabion mattresses	kg	550		
TOTAL SECTION 2200 CARRIED TO SUMMARY					

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 2300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerbing:				
	(a) Precast mountable kerb, SABS 927 Figure 8c	m	8700		
23/51.05	Concrete edge beams:				
	(a) Class 30/19 concrete	m ³	1		
23.02	Concrete kerbing-channelling combination:				
	(a) Precast battered kerb, SABS 927 figure 7, with:				
	(i) 500 mm cast in situ concrete channel (Class 20/19)	m	75		
23.06	Inlet, outlet, transition and similar structures (measured by components):				
	(a) Concrete:				
	(i) Class 20/19	m ³	60		
	(b) Formwork:				
	(i) Class F1 surface finish	m ²	375		
23.07	Trimming of excavations for concrete-lined open drains:				
	(a) In soft material	m ²	315		
23.15	Precast concrete blocks in outlet structures	No	90		
TOTAL SECTION 2300 CARRIED TO SUMMARY					

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 3100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	BORROW MATERIALS				
31.01	Excess overburden	m³	20 000		
B31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	1		
	(c) Soft material	ha	3		
B31.04	Rehabilitating and finishing off existing borrow pits and quarries	Prov Sum	1	250 000.00	250 000.00
31/55.00	FENCING				
31/55.06	Providing temporary fences and gates:				
	(a) Stock-proof fence	km	1.5		Rate Only
	(d) Temporary gates				
	(i) Single leaf 4m 'w' pattern	No	2		Rate Only
TOTAL SECTION 3100 CARRIED TO SUMMARY					

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	MASS EARTHWORKS				
B33.01	Cut and borrow to fill, including free-haul up to 1,0 km				
	(a) Gravel material in compacted layer thickness of 200 mm and less:				
	(ii) Compacted to 93% of modified AASHTO density	m ³	19 150		
	(c) Rock fill (as specified in subclause 3209(c))	m ³	300		
33.03	Extra over item B33.01 for excavating and breaking down				
	(b) Hard excavation	m ³	3 000		
	(c) Boulder excavation class A	m ³	250		
	(d) Boulder excavation class B	m ³	250		
33.04	Cut to spoil, including free-haul up to 1,0 km. Material obtained from:				
	(a) Soft excavation	m ³	5 100		
	(c) Hard excavation	m ³	100		
	(d) Boulder excavation class A	m ³	100		
	(e) Boulder excavation class B	m ³	100		
33.05	Overbreak in hard and boulder class A excavation	m ²	250		
33.06	Variations in the number of roller passes (applicable to subsubitems B33.01(a)(iii) and 33.01(b)(iii) and item 33.11):				
	(a) Vibratory rollers	m ² -pass	6 000		
	(c) Heavy grid rollers	m ² -pass	6 000		
33.07	Removal of unsuitable material (including free-haul of 0,5 km):				
	(a) In layer thicknesses of 200 mm and less:				
	(i) Stable material	m ³	150.0		
	(ii) Unstable material	m ³	150.0		
Carried forward / ...					

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SCHEDULE A: ROADWORKS

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward / ...					
33.10	Roadbed preparation and the compaction of material:				
	(a) Compaction to 90% of modified AASHTO density	m ³	7 100.0		
33.11	Three roller passes compaction:				
	(a) Vibratory roller	m ²	2 500		Rate Only
	(c) Grid roller	m ²	2 500		Rate Only
	(f) Pneumatic-tyred roller	m ²	2 500		Rate Only
33.12	In situ treatment of roadbed:				
	(a) In situ treatment by ripping	m ³	350		
	(b) In situ treatment by blasting	m ³	350		
33.13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m ²	5 500.0		
	(b) Fill slopes	m ²	22 000.0		
33.19	Extra over subitem B33.01(c) for correcting rock fills that are deficient in fine material	m ³	50		
33/16.00	OVERHAUL				
33/B16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	124 250.0		
TOTAL SECTION 3300 CARRIED TO SUMMARY					

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34.01	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km:				
	(d) Gravel subbase (chemically stabilized material) compacted to:				
	(i) 95% of modified AASHTO density (150mm layer thickness)	m ³	4 700		
	(iii) 97% of modified AASHTO density (125mm layer thickness)	m ³	4 700		
	(e) Gravel base (unstabilized gravel) compacted to:				
	(i) 98% of modified AASHTO density (150mm layer thickness)	m ³	4 100		
34.02	Extra over item B34.01 for excavation of material in:				
	(b) Hard excavation	m ³	1 350		Rate Only
34/16.00	OVERHAUL				
34/B16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	67 500		
TOTAL SECTION 3400 CARRIED TO SUMMARY					

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 3500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	STABILIZATION				
B35.01	Chemical stabilization extra over unstabilized compacted layers				
	(b) Subbase				
	(i) 150mm thickness	m ³	4 700		Rate Only
	(c) Base				
	(i) 150mm thickness	m ³	4 100		
35.02	Chemical stabilizing agent:				
	(a) Cements to SABS EN 197-1, CEM II (32,5)	t	310		
	(c) Slaked road lime	t	100		Rate Only
35.04	Provision and application of water for curing	kℓ	750		
35.05	Curing by covering with the subsequent layer	m ²	31 400		Rate Only
35.13	Extra over items 35.01 and 35.07 for trial sections	m ³	350		
TOTAL SECTION 3500 CARRIED TO SUMMARY					

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SCHEDULE A: ROADWORKS

SECTION 4100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100	PRIME COAT				
B41.01	Prime coat:				
	(c) MC-30 cut-back bitumen	litre	21 600		
	(f) Quick drying MSP1	litre	21 600		Rate Only
41.02	Aggregate for blinding	m ²	2 000		Rate Only
41.03	Extra over item B41.01 for applying the prime coat in areas accessible only to hand held equipment	litre	1 000		Rate Only
TOTAL SECTION 4100 CARRIED TO SUMMARY					

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SCHEDULE A: ROADWORKS

SECTION 4200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing (60/70 Pen Grade bitumen) 30mm				
	(a) Continuously graded (medium grade)	m ²	27 000.0		
42.04	Tack coat of 30% stable-grade emulsion	litre	14 900.0		
42.05	Binder variations				
	(a) 60/70 Pen Grade Bitumen	t	15.0		
42.06	Variation in active filler content:				
	(a) Cement	t	50.0		
42.07	Trial sections 30mm thickness	m ²	300.0		
B42.08	100 mm cores in asphalt paving	No	250.0		
B42.21	Aggregate variations	t	50.0		
TOTAL SECTION 4200 CARRIED TO SUMMARY					

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SCHEDULE A: ROADWORKS

SECTION 5100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION				
51.01	Stone pitching:				
	(a) Plain pitching:				
	(i) Method 1	m ²	200		
	(b) Grouted stone pitching	m ²	300		
TOTAL SECTION 5100 CARRIED TO SUMMARY					

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SCHEDULE A: ROADWORKS

SECTION 5200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5200	GABIONS				
52.01	Foundation trench excavation and backfilling:				
	(b) In all other materials	m ³	210.0		
52.02	Surface preparation for bedding the gabions	m ²	450		
52.03	Gabions:				
	(a) Galvanized gabion boxes, nominal internal diameter of mesh wire 2,5mm, 80mm x 100mm mesh and diaphragms at 1.0m centres:				
	(i) 0,5m length x 1,0m wide and 0,5m deep	m ³	20		
	(ii) 1,0m length x 1,0m wide and 0,5m deep	m ³	50		
	(iii) 1,0m length x 0,5m wide and 0,5m deep	m ³	50		
	(c) Galvanized gabion mattresses, nominal internal diameter of mesh wire 2,5mm, 80mm x 100mm mesh and diaphragms at 1,0m centres:				
	(i) 2m x 1m and 0,170m deep	m ³	80		Rate Only
	(ii) 2m x 1m and 0,3m deep	m ³	80		
52.04	Filter fabric:				
	(a) Bidim A5 or approved equivalent	m ²	450		
TOTAL SECTION 5200 CARRIED TO SUMMARY					

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

SCHEDULE A: ROADWORKS

SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	ROAD SIGNS				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
	(e) Aluminium sheet regulatory warning and information signs				
	(1) Octagonal				
	(i) 1200 mm	No	12.0		
	(2) Triangular				
	(i) 900 mm	No	5.0		
	(3) Round				
	(i) 600 mm	No	10.0		
56.03	Road sign supports (overhead road sign structures excluded):				
	(a) Steel tubing (75mm dia, 3mm thick)	t	1.5		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	40.0		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	40.0		
56.07	Extra over item 56.05 for rock excavation	m ³	10.0		
B56.10	Danger plates at culverts/structures	No	30.0		
TOTAL SECTION 5600 CARRIED TO SUMMARY					

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SCHEDULE A: ROADWORKS

SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	ROAD MARKINGS				
57.02	Retro-reflective road marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 150mm wide	km	4.5		
	(iii) 200 mm wide	km	1		Rate Only
	(iv) 300 mm wide	km	0.1		
	(v) 500mm wide	km	0.1		Rate Only
	(b) Yellow lines (broken or unbroken)				
	(i) 150 mm wide	km	9		Rate Only
	(d) White lettering and symbols	m ²	100		
	(e) Yellow lettering and symbols	m ²	50		
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	50		
	(g) Kerb markings (any colour)	m ²	50		Rate Only
57.04	Variations in rate of application:				
	(a) White paint	litre	100		
	(b) Yellow paint	litre	100		
	(d) Retro-reflective beads	kg	500		
B57.06	Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)	km	4.5		
57.07	Re-establishing the painting unit at the end of the maintenance period	Lump Sum	1		
TOTAL SECTION 5700 CARRIED TO SUMMARY					

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SCHEDULE A: ROADWORKS

SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road	km	4.5		
59.02	Treatment of old roads and temporary deviations	km	2.5		
TOTAL SECTION 5900 CARRIED TO SUMMARY					

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SCHEDULE A: ROADWORKS

SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP				
81.02	Other special tests requested by the engineer				
	(a) Other special tests requested by the engineer	Prov Sum	1.00	100 000.00	100 000.00
	(b) Handling cost and profit in respect of sub-item 81.02(a)	%	100 000.00		
81.03	Providing testing equipment:				
	(a) Rolling straight-edge	No	1.0		Rate only
	(b) Core drill	No	1.0		Rate only
TOTAL SECTION 8100 CARRIED TO SUMMARY					

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CONSTRUCTION OF LOBETHAL TO TISANE ACCESS ROAD

**SUMMARY OF SECTIONS
SCHEDULE A: ROADWORKS**

SECTION	DESCRIPTION	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS	R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	R
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	R
1500	ACCOMMODATION OF TRAFFIC	R
1700	CLEARING AND GRUBBING	R
1800	DAYWORKS	R
2100	DRAINS	R
2200	PREFABRICATED CULVERTS	R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	R
3100	BORROW MATERIALS	R
3300	MASS EARTHWORKS	R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	R
3500	STABILIZATION	R
4100	PRIME COAT	R
4200	ASPHALT BASE AND SURFACING	R
4600	PITCHING, STONework AND PROTECTION AGAINST EROSION	R
5200	GABIONS	R
5600	ROAD SIGNS	R
5700	ROAD MARKINGS	R
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	R
8100	TESTING MATERIALS AND WORKMANSHIP	R
TOTAL SCHEDULE A CARRIED FORWARD TO CALCULATION OF TENDER SUM		R

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SCHEDULE C: TEMPORARY WORKFORCE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C	TEMPORARY WORKFORCE				
C12.01	Project Liaison				
	(a) Project liaison Officer(s)	PC Sum	1	50000.00	50 000.00
	(b) Project Liaison Committee	PC Sum	1	50000.00	50 000.00
	(c) Contractor's charge to allow for handling costs and profit in respect of subitems C12.01 (a) and (b)	%	100 000		
TOTAL SCHEDULE C CARRIED TO SUMMARY					

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SCHEDULE D: STRUCTURED TRAINING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
D	STRUCTURED TRAINING				
D 06.01	Training:				
	(a) Technical skills	Prov Sum	1	100 000.00	100 000.00
	(b) Generic and Management skills	Prov Sum	1	100 000.00	100 000.00
	(c) Training venue	Prov Sum	1	5 000.00	5 000.00
	(d)Contractor's handling costs, profit and all other charges in respect of subitems D 06.03(a),(b) and (c):				
	(i) Technical skills	%	100 000		
	(ii) Generic skills	%	100 000		
	(i) Training venue	%	5 000		
	(e) Training allowance paid to targeted labour i.r.o. formal training(equal to pay for 1 day of task)	person days	50		
	(f) Extra over (e) for the administration of payment of training allowances to targeted labour	person days	50		
	(g)Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity of the site	Prov Sum	1	2 500.00	2 500.00
	(h)Contractor's handling costs, profit and all other charges in respect of subitem (g)	%	2 500		
TOTAL SCHEDULE D CARRIED TO SUMMARY					

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SCHEDULE E : HEALTH AND SAFETY

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
E	HEALTH AND SAFETY				
E07.01	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	L Sum	1		
E07.02	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	8		
E07.03	Submission of the Health and Safety File	L Sum	1		
TOTAL SCHEDULE E CARRIED TO SUMMARY					

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SCHEDULE F : HIV & AIDS AWARENESS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
F	HIV / AIDS				
F09.01	HIV AIDS Awareness obligations	L Sum	1		
TOTAL SCHEDULE F CARRIED TO SUMMARY					

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SCHEDULE G : ENVIRONMENTAL MANAGEMENT PLAN

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
G	ENVIRONMENTAL MANAGEMENT PLAN				
G11.01	Penalty for unnecessary removal or damage to trees for the following diameter sizes:				
	(a) 2600mm girth or less	No	-	-R5 000.00	Rate Only
	(b) Greater than 2600mm but less than 6180mm girth	No	-	-R10 000.00	Rate Only
	(c) Greater than 6180mm girth	No	-	-R30 000.00	Rate Only
G11.02	Penalty for serious violations:				
	(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	No	-	-R10 000.00	Rate Only
	(b) General damage to sensitive environments	No	-	-R5 000.00	Rate Only
	(c) Damage to cultural and historical sites	No	-	-R5 000.00	Rate Only
	(d) Pollution of water sources	No	-	-R10 000.00	Rate Only
	(e) Unauthorised blasting activities	No	-	-R5 000.00	Rate Only
	(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	No	-	-1000 to -5000	Rate Only
G11.03	Penalty for less serious violations:				
	(a) Littering on site	No	-	-R1 000.00	Rate Only
	(b) Lighting of illegal fires on site	No	-	-R1 000.00	Rate Only
	(c) Persistent or un-repaired fuel and oil leaks	No	-	-R1 000.00	Rate Only
	(d) Excess dust or excess noise emanating from site	No	-	-R1 000.00	Rate Only
	(e) Dumping of milled material in side drains or on grassed areas	No	-	-R1 000.00	Rate Only
	(f) Possession or use of intoxicating substances on site	No	-	-R500.00	Rate Only
Carried forward / ...					-

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SCHEDULE G : ENVIRONMENTAL MANAGEMENT PLAN

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward / ...				-
G11.04	(g) Any vehicles being driven in excess of designated speed limits	No	-	-R500.00	Rate Only
	(h) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	No	-	-R2 000.00	Rate Only
	(i) Illegal hunting	No	-	-R2 000.00	Rate Only
	(j) Urination and defecation anywhere except in designated areas	No	-	-R500.00	Rate Only
	Contractor's time related obligations in respect of Environmental management plans and specifications	Month	8		
TOTAL SCHEDULE F CARRIED TO SUMMARY					-

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C 2.3 CALCULATION OF TENDER SUM

SCHEDULE A : ROADWORKS R _____

SCHEDULE C: TEMPORARY WORKFORCE R _____

SCHEDULE D: STRUCTURED TRAINING R _____

SCHEDULE E: HEALTH AND SAFETY R _____

SCHEDULE F: HIV / AIDS R _____

TENDER (CONTRACT) SUM R _____

ADD 7% FOR CONTRACT PRICE ADJUSTMENT R _____

ADD 5% FOR CONTINGENCIES R _____

SUBTOTAL R _____

ADD 15% FOR VAT R _____

TENDER (CONTRACT) PRICE CARRIED TO FORM OF ACCEPTANCE R _____

PART C3: SCOPE OF WORK

C3.1 PROJECT SCOPE OF WORKS

Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

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PART F:	HIV/AIDS SPECIFICATION	C.193
PART G:	ENVIRONMENTAL MANAGEMENT PLAN.....	C.199
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PART A: GENERAL (Project specific)

A1 MISCELLANEOUS

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

The Project Specifications form an integral part of the Contract Documents, supplement the Standard Specifications, and take precedence in the event of discrepancies with the Standard Specifications, the Bill of Quantities or the Drawings.

A2 DESCRIPTION OF THE WORKS

a) Employer's Objectives

The strategic objective of the project is to reduce Infrastructure and service delivery backlogs in order to improve quality of life of the community by providing them with durable and reliable roads and suitable stormwater drainage infrastructure. The delivery of the project shall overall promote community well-being, safety and environmental welfare. The technical object of the project is to upgrade the gravel road to an asphalt surfaced road. The project implementation will be designed to maximise EPWP sector quotas and opportunities.

Works earmarked for Labour Intensive construction methods will be numbered with a suffix "LI" in the bill of quantities to distinguish them from the conventional construction works. Such work shall be constructed using local workers who are temporarily employed in terms of the project specification.

b) The Site

The project site is located in Lobethal & Tisane, within the jurisdiction of Makhuduthamaga Local Municipality in Sekhukhune District Municipality, Limpopo Province, South Africa. The project area is located in northeast of Jane Furse, about 14 km from Jane Furse CBD. The road traverses through Wards 20 and 24 of the Makhudumaga Local Municipality.

Lobethal to Tisane Access Road is an existing 4.2km long gravel road. The road links Diphagane & Ga-Phaahla Villages in the west to Magukubu, and Ga-Tisane Villages in the east. Tisane cultural heritage site located in Ga-Tisane holds the history of Pedi Culture.

The road is accessible from R 579 between Jane Furse and Lebowakgomo (at 24°41'1.44"S, 29°44'38.42"E).

c) The Works

The main items of work to be undertaken in terms of the contract involve the following:

- (i) Contractor's establishment on site
- (ii) Compliance with EMP requirements
- (iii) Compliance with OHS act requirements
- (iv) Provisions of temporary workforce (ABE)

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- (v) Training of temporary workforce
- (vi) Housing, offices and laboratories for the engineer's personnel
- (vii) Accommodation of traffic
- (viii) Clearing and grubbing
- (ix) Gravel side drains and culverts
- (x) Concrete edge beams
- (xi) Open drains and concrete lining for open drains
- (xii) Cut to spoil
- (xiii) Preparation of roadbed
- (xiv) Construction of selected layers
- (xv) Construction of stabilized gravel sub base
- (xvi) Construction of stabilised gravel base layer
- (xvii) Prime coat as specified
- (xviii) Asphalt surfacing
- (xix) Road signs and road markings
- (xx) Guardrails, fencing and gabions
- (xxi) Finishing of road, road reserve and borrow pit areas

d) Pavement layers

(i) Roads :

- | | |
|------------------|--|
| Surfacing | : Asphalt Surfacing – Continuously graded, 30 mm |
| Base | : 150 mm thick cement stabilised gravel compacted to 97% of modified AASHTO density, with minimum UCS = 750 kPa at 100% of modified AASHTO density (C4). |
| Subbase | : 150 mm thick natural gravel compacted to 95% of modified AASHTO density, with minimum CBR = 25 at 95% of modified AASHTO density, maximum PI = 12 (G6) |
| Selected layer | : 150 mm thick natural gravel compacted to 93% of modified AASHTO density, with minimum CBR = 15 at 93% of modified AASHTO density, maximum PI = 12 or 2 x GM + 10, minimum GM = 0,75 (G7) |
| Gravel shoulders | : 150 mm thick natural gravel compacted to 93% of modified AASHTO density, with minimum CBR = 15 at 93% of modified AASHTO density (G7). |
| Roadbed | : 150 mm thick natural gravel compacted to 90% of modified AASHTO density, with minimum CBR = 7 at 93% of modified AASHTO density (G9) |
| Fill | : Compacted to 93% of modified AASHTO density, with minimum CBR of 3 at 93% of modified AASHTO density (G9). |

(iii) Temporary diversions

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Gravel wearing course : 150 mm thick natural gravel compacted to 93% of modified AASHTO density, with minimum CBR = 15 at 93% of modified AASHTO density (G7)

e) Sources of pavement material

Two borrow pits for road construction material was identified close to and along the project road.

- i) Borrow Pit 1: km 13+000 – G6 to G7 quality material
- ii) Borrow Pit 2: km 13+500 – G6 to G7 quality material

Borrow pit BP 1 is located 200 m from R579 whereas borrow pit BP 2 is located 980 m from Road R579.

The borrow area is located roughly at the following coordinate:

Description	Latitude	Longitude
Borrow Pit 1	24.701584°S	29.762192°E
Borrow Pit 2	24.685697°S	29.769154°E

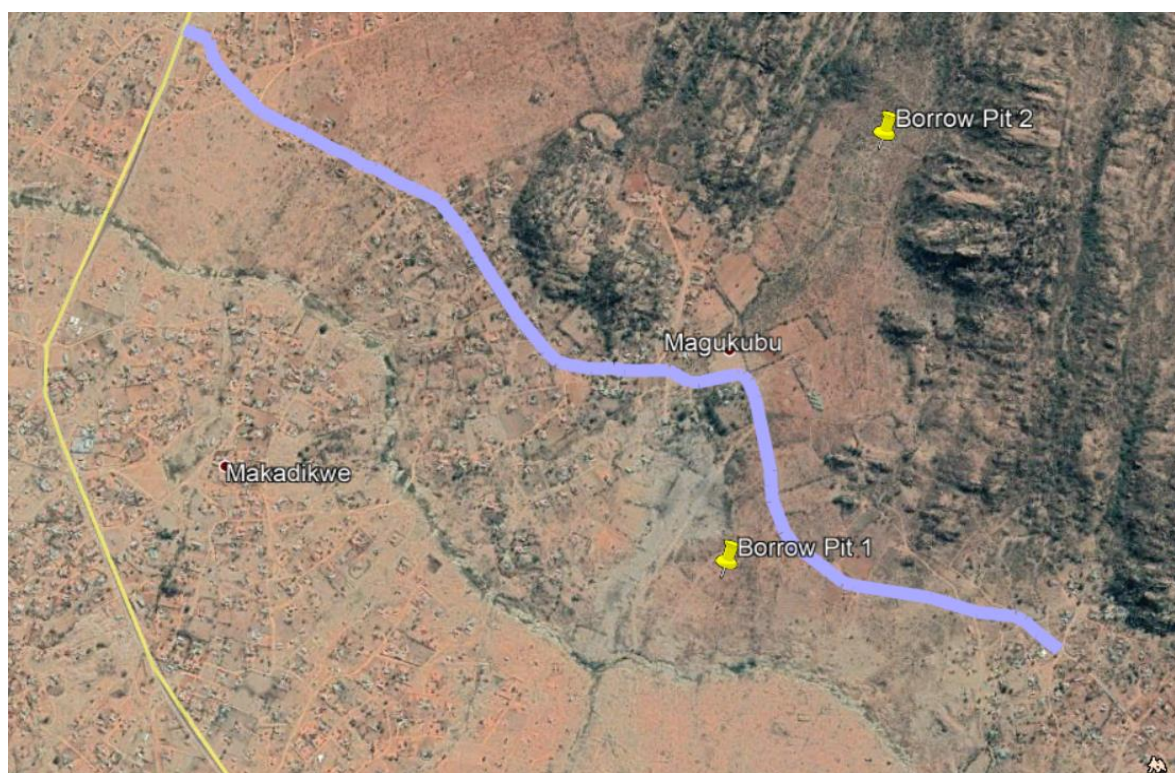


Figure A-1: Borrow pits

The results of neat mixed samples are as follows:

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Description	Nearest access point (Chainage on main road)	Distance from access point to Borrow Pit	Material type available (COLTO classification)	Useable material volume (m ³) & Material extent (depth in m)	Topsoil & Overburden material depth (m)
Borrow Pit 1	Km 3.1 from R579 road	200m	G6	37 800m ³ , 0.6 – 2.65m	0 – 0.6m
Borrow Pit 2	Km 2.4 from R579 road	980m	G6	74 250m ³ , 1.5 – 2.25m	0 – 1.5m

(f) Accommodation of traffic

Vehicles will be required to be accommodated throughout the project to ensure access to all the different villages alongside the route. It is therefore envisaged that vehicles travelling on the route be accommodated by constructing temporary deviations next to the existing gravel road within the road reserve.

Actual accommodation of traffic proposals to be used on the project shall be submitted timeously for the Engineer's approval. Particular attention shall be given to accesses and intersecting roads.

(g) Existing services

The following existing services may be encountered within the road reserve:

- Telkom lines;
- Overhead power lines;
- Electrical cables;
- Water pipes from farmers crossing through culverts.

Any overhead services crossing the roads, must clear the final road level by at least 6,5 m.

Telkom and Eskom overhead lines affected by the construction are to be relocated by the service owners. The positions of these services are shown on the layout drawings.

(h) Maintenance works

The Contractor shall be responsible for maintaining the entire length of road reserve, from the date of handing over of the site until the date of issue of the certificate of completion of the Works.

Once the certificate of completion of the Works has been issued the responsibility for normal maintenance of the road (e.g. collection of litter, clearing of drains, repair of road signs damaged by the public, etc) shall revert back to the District Roads Engineer. The Contractor shall, however, still be responsible for the contractual maintenance during the Defects Liability Period.

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A3 DRAWINGS

The reduced drawings that form part of the Tender Documents are to be used for tender purposes only.

The Contractor will be supplied with one set of A1 paper prints of each of the Drawings.

Any information in the possession of the Contractor that is required by the Engineer's Representative to complete his as-built drawings must be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

Only figured dimensions must be used and Drawings must not be scaled unless required by the Engineer. The Engineer will supply any figured dimensions that may have been omitted from the Drawings.

The levels given on the Structural Drawings are subject to confirmation on the Site and the Contractor shall submit all levels to the Engineer for confirmation before he commences construction of any structure. The Contractor shall also check all clearances given on the Drawings and shall inform the Engineer of discrepancies.

A4 POWER SUPPLY AND OTHER SERVICES

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

A5 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work in confined areas. Except in the case of structures, no additional payment will be made for work in "restricted areas" as described in Section 6100 of the Standard Specifications. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's Construction Plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the methods used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

A6 CONTRACTOR'S SITE OFFICE AND CAMP SITE

The location of the Contractor's site office and camp site will be subject to the approval of the Engineer.

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A7 SECURITY

The Contractor shall be responsible for the security of his personnel and Construction Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer.

A8 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

A9 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

- (a) 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.
- (b) Failure to maintain road signs, warning flashing lights, etc, in a good condition shall constitute ample reason for the Engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.
- (c) The Contractor may not commence construction 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 – Vol 2, Chapter 13).
- (d) The Contractor may not proceed with permanent works before the required offices and laboratories of the Engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, potable water and telephone, e-mail and fax facilities. In the event where the Contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

A10 TEMPORARY LATRINES

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

A11 MOVING EXISTING SERVICES

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified in clause B1202.

The drawings show the positions of services determined from observations and measurement but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the

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positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Bill of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

Work required on known services has been tabulated in a services schedule. The schedule must be read in conjunction with the services plans.

All communication by the Contractor with the relevant authorities in connection with services must be directed through the Engineer.

A12 TRAINING

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development. Part D of the Project Specifications deals specifically with matters regarding training, and a payment item for that is included in Clause B1232 of Part B of the Project Specifications.

A13 USE OF LOCAL RESOURCES

A major objective of this Contract is the optimum practical use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods. Labour-optimising construction is defined in Clause B1157 of Part B of the Project Specifications.

A14 LABOUR-OPTIMISING CONSTRUCTION ACTIVITIES

(a) General

The portions of the Works listed in Subclause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods.

In respect of those portions of the Works which are not listed in Subclause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

(b) Operations to be executed using labour-optimising construction methods

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The following portions of the Works shall be executed using labour-optimising construction methods:

- (i) Clearing and grubbing at inlets and outlets of hydraulic structures
- (ii) Cleaning of hydraulic structures
- (iii) Excavating for all open drains, culverts, inlet and outlet structures, concrete structures, fence posts, road sign posts and guardrail posts
- (iv) Constructing culvert inlet and outlet structures as well as cast in situ slabs, including all masonry work and minor precast work. All concrete shall be mixed by hand or by hand-driven mixing machines
- (v) Removing oversize material and finishing off cut and fill slopes
- (vi) Finishing the road and road reserve.

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A15

RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOY OF THE CONTRACTOR

- (a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications
- (i) Part C-Provision of the temporary workforce;
 - (ii) Part D-Provision of structured training;
- execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.
- (b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:
- (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
 - (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
 - (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

A16

COMMUNITY LIAISON AND COMMUNITY RELATIONS

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities, and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 10.1 of the Conditions of Contract,

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provided always that the period of twenty-eight (28) days referred to in Clause 10.1 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

A17 PROGRAMME REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

The Contractor shall programme his activities to allow for the following:

- (a) The construction activities must be programmed to be suitable in terms of his resources to complete the contract inside the stipulated time period.
- (b) Priming of the completed base course must be programmed to be completed as soon as possible and no more than 5 km of un-primed base would be allowed.
- (c) Surfacing of the primed base must be programmed to be completed as soon as possible and no more than 10 km of un-surfaced base would be allowed

A18 EXTENDED PUBLIC WORKS PROGRAMME SPECIFICATIONS (EPWP)

18.1 Labour-Intensive Competencies of Supervisory and Management Staff

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	

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Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)			

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 18.7.1.5 of this section.

18.2 Employment of Unskilled and Semi-Skilled Workers In Labour-Intensive Works

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP).

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These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

18.3 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

18.4 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be: as per SAFSEC rate

18.5 JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 18.5.1.5 below.

18.5.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format).

18.5.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.

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- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

18.5.1.2 Project Work Data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

18.5.1.3 Project Payment Data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

18.5.1.4 Employment Output Data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary

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to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information

18.5.1.5 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

PART B: PROJECT SPECIFICATION MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

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

1 STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COLTO

No amendments have been issued.

2 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

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

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

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B2 SECTION 1100: DEFINITIONS AND TERMS

B1115 GENERAL CONDITIONS OF CONTRACT

REPLACE CLAUSE 1115 WITH THE FOLLOWING:

“The General Conditions applicable to this Contract shall be the General Conditions of Contract for Construction Works, third edition, 2nd print (2015).

All references to the COLTO General Conditions of Contract 1998 in COLTO Standard Specification for Road and Bridge Works, 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.”

CHANGES TO REFERENCES BY THE COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND SAICE GCC 2015

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		GCC 2015	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1115	1100-2		Definition of GCC		
1204	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to GCC		
1206	1200-3	14	Setting out of works		
1209(a)	1200-4		General references to GCC		
1209(e)	1200-5	52(2)	Valuation of material brought onto site	6.9	Vesting of Plant and materials
1210	1200-5	54(1)	Certificate of practical completion	5.14.4	Certificate of completion
1212(1)	1200-7	49(2)	CPA on alternative designs	6.8	CPA on alternative designs
1215	1200-9	45(2)	Extension of time for completion due to abnormal rainfall.	5.12	Extension of time for practical completion
1217	1200-10	35	Care of the works	8.2	Care of the works
1303(ii)	1300-1		General reference to GCC		

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COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		GCC 2015	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
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 20%		
1303(iii)	1300-2	53	Variations exceeding 20%		
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	6.3	Variations
1505	1500-3	40(1)	Variation for temporary drainage	6.3	Variations
Item 15.08	1500-8	48	Payment of Provisional Sum	6.6	Provisional sums and prime cost sums
Item 15.09	1500/8	48	Payment of Provisional Sum	6.6	Provisional sums and prime cost sums
Item 15.11	1500-8	48	Payment of Provisional Sum	6.6	Provisional sums and prime cost sums
Note (2)	3100-4	40	Payment for prospecting for materials	6.6	Provisional sums and prime cost sums
3204(b)(iii)	3200-2	40	Payment for oversize material	6.3	Variations
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Employer's Agent
Item 44.06	4400-3		General reference to GCC, PC Sums	6.6	Provisional sums and prime cost sums
Item 45.06	4500-3		General reference to GCC, PC Sums	6.6	Provisional sums and prime cost sums
5803(c)	5800-3	40	Variation, for landscaping	6.3	Variations
5805(d)	5800-4	40	Variation, for grassing	6.3	Variations
Item 58.10	5800-10	48	Payment for Extra Work	6.6	Provisional sums and prime cost sums
8103(c)	8100-1	40	Variation, for testing material	6.3	Variations
Item 81.02	8100-26		General reference to GCC, Provisional Sums		
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15.1	Clearance of site on completion, with reference to core drilling

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B1155 WORK IN RESTRICTED AREAS

REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:

"No additional or extra over payment will be made for work in restricted areas except for work near structures as defined in section 6100."

ADD THE FOLLOWING CLAUSES:

"B1156 OTHER DEFINITIONS

The COLTO Standard Specifications for Roads and Bridge Works for State Road Authorities (1998 edition) has been written for all contractors, employers and engineers. Similarly, the works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower case letters throughout.

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalised and non-capitalised words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract the following definitions shall apply:

Employer's Agent

Employer's Agent (Clause 1.1.1.16 of Conditions of Contract) shall have the same meaning and be synonymous with Engineer/engineer throughout the Contract document.

General Items

General Items (Clause 1.1.1.21 of Conditions of Contract) shall have the same meaning and be synonymous with Preliminary and General items.

Contractor

The Contractor and the contractor is the same persona defined under clause 1.1.1.9 of the General Conditions of Contract, but who will only be formally identified by the completed Form of Acceptance C1.1.2 in this document and which will be bound into the final contract document.

Employer

The Employer and employer is the same persona and is defined in clause 1.1.1.15 in the General Conditions of Contract.

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Site

The site is defined in clause 1.1.1.29 of the General Conditions of Contract. It is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- Areas outside the construction zone areas where accommodation of traffic is placed.
- All borrowpits defined in the applications approved by the relevant Department of Minerals and Energy.
- All haul roads constructed by the Contractor for purposes of access.
- Any non-adjacent sites specified in the contract documentation.
- The Contractors and his subcontractors camp sites

Works

The works is described in Part C3 of this document and is as defined in clause 1.1.1.33 of the General Conditions of Contract and prescribed in Part A section A2 of this document.

B1157 LABOUR-OPTIMISING CONSTRUCTION

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

B1158 SABS SPECIFICATIONS

Where reference is made in this specification or the standard specifications to SABS specifications, the latest published national standard shall be applicable. Use:

https://www.sabs.co.za/Standard-Sales/docs/SABS_Catalogue_of_December_2018_abridged.pdf

for the most up-to-date versions of the various standards.

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B1159

AGGREGATE SIZE

Where reference is made in this specification or the standard specifications to aggregate size, nominal aggregate size or maximum aggregate size, the aggregate size as listed shall be replaced with the new corresponding aggregate size as indicated in the following table:

Aggregate size	New aggregate size
26,5	28
19	20
13,2	14
9,5	10
6,7	7
4,75	5
2,36	2
1,18	1

B1160

PROCESS CONTROL

In December 2017 the THM1 will cease to exist and be replaced by SANS 3001

Therefore, the standard for compaction efforts should change from Modified AASHTO Density as per TMH1 Test Method to Maximum Dry Density (MDD) as per SANS 3001. Where reference is made to compaction or of Modified AASHTO Density in the tender documentation or the standard specifications or wherever there is conflict between the tender documentation and the standard specifications, the SANS 3001 specification and terminology shall govern.

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.

B1161

ACCEPTANCE CONTROL

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

Both the process and acceptance control testing will be carried out by an on-site laboratory for the Engineer.

B1162

MONTHLY PAYMENTS

The number of months that has been indicated for items in the Bill of Quantities that are to be billed monthly is the duration of the Construction Period only, unless it is clearly indicated that the number of months includes the duration of the Mobilisation Period."

B3 SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following:

"The Contractor must be aware of existing services in the area of the Works that will affect his 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

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.

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."

Add paragraph (c):

"(c) Programming requirements

The Contractor's initial and all subsequent adjusted programmes to be submitted in terms of Clause 5.6.1 of the Conditions of Contract, shall show and when relevant describe in detail the entire extent of the work to be carried out, as described in or can reasonably be inferred from Part C3: Scope of Works of this document.

In addition to the requirements detailed in Clause 5.6.2 of the Conditions of Contract and with specific reference to Clause 5.6.2.5 thereof the following additional programming information shall be incorporated into the Contractor's initial and all subsequently adjusted programmes as specified in B1204(c)(i) and(ii).

(i) Format

The initial and adjusted programmes shall:

(a) Be in the form of a network programme in accordance with the critical path method; and

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- (b) Show all linkages between activities that clearly identify sequence, floats and critical path
- (c) Indicate the start and end dates and duration of all construction activities and identify the critical path
- (d) Production rates; and
- (e) Take full cognizance of all the Contractor's risks and obligations in terms of the Contract.

The Programme and all adjustments thereto shall also be provided to the Engineers in electronic digital format using the MS PROJECT (latest version) software, unless otherwise agreed in writing with the Engineer.

(ii) Additional information

The following programming information shall be incorporated into the Contractor's initial programme and all subsequently adjusted programmes:

- (a) Time related items, in respect of the following:
 - (i) Mobilisation Period which includes the time to submit documentation before commencing to carry out the Works – refer to Clauses 1.1.35 and 5.3.1 of C1.2 - Contract Data
 - (ii) Construction Period - refer to Clause 1.1.1.36 of C1.2 - Contract Data
 - (iii) Due Completion date - refer to Clause 1.1.1.14 of C1.2 - Contract Data
- (b) All special non-working days defined in the Contract Data.
- (c) The expected delays defined in B1215: Extension of time resulting from inclement weather.
- (d) The following restricted working condition:
 - (i) During the Contractor's annual shutdown period between December and January, the Contractor shall maintain two-way traffic within the contract limits.
- (e) Meeting the requirements of the environmental management plan
- (f) The time needed for preparation and approval of the various mix designs specified in the relevant construction sections of the Scope of Works.

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.

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B1205 WORKMANSHIP AND QUALITY CONTROL

Insert the following before the first paragraph:

"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."

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 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."

Insert the following paragraphs:

"Dual laboratory facilities for the engineer and the contractor may be substituted with the combined laboratory facilities for process and acceptance control testing subject to the following requirements laid down by the Department: Public Works and Roads North West Provincial Government Republic of South Africa

The following is required from the contractor:

- (a) A formal application
- (b) A clear indication of the type(s) of laboratory that will be included in the combined effort.
- (c) An undertaking that he will accept the test results of the combined laboratory. Should there be any doubts with regard to certain test results, this will be settled by an independent laboratory mutually agreed upon. The cost in such cases will be to the account of the party at fault.
- (d) An undertaking that the engineer will be in charge of the combined laboratory and the staff and equipment supplied by the contractor will be under the sole control of the engineer.
- (e) A monetary contribution that can be made up with respect to one or part of the following:
 - Qualified laboratory staff
 - Laboratory buildings
 - Laboratory equipment
 - Transport for field testing and sampling
 - Monetary

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For the combined laboratory option, the contractor will be required to contribute towards at least 50% of the costs of the laboratory. The total cost of the laboratory for the 15-month contract period has been estimated at R 1 875 000."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Replace the first paragraph with the following:

"The Contractor shall comply with all legal provisions in regard to surveying and setting out work.

The Engineer has established survey beacons on site from which the Contractor can set out the Works. The position and co-ordinates of the permanent survey beacons have been shown on the Drawings. The Contractor shall be responsible for the protection of all these survey beacons and reference points from handing over of the beacons to the Contractor until completion of the Works.

Detail setting out of the Works from the established beacons shall be the responsibility of the Contractor. Such setting out shall be executed by a registered surveyor. No separate payment shall be made in respect of such setting out, such work being deemed as included in the rates tendered for construction of the Works.

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 final paragraph and replace with the following:

"All sign boards erected in accordance with the Drawings or approved advertisements for the Contractor's establishment shall be removed at the same time as the Contractor's disestablishment. Payment under subitem 13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

B1209 PAYMENT

(b) Rates to be inclusive

In the third line of the first paragraph, insert "together with the payment of VAT as a separate item," after the word "quantities,".

(c) The meanings of certain phrases in payment clauses

Procuring and furnishing ... (material)

"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 "sub-clause 6.9"

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Add the following subclauses:

"(g) Payment certificates

With reference to Clause 6.10.1 of the General Conditions of Contract, the Engineer's Certificate will only be issued after he has received a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. The Engineer and the Employer require a total of five sets of A4-sized paper copies.

(h) 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.

(i) Work in confined areas

Except where provided for in the specifications and the Bill of Quantities, no extra payment shall be made nor shall any claim for additional payment be considered for construction in restricted or confined areas. The omission of standard pay items from the Bill of Quantities shall be taken to be deliberate and any additional costs incurred shall be included in the tendered rates."

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following paragraph:

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

- (i) In the case of partial completion, the estimated cost to complete the outstanding work is less than 2% of the estimated cost to construct the whole section or sections.
- (ii) In the case of the whole Works, 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.
- (iii) 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.
- (iv) Any information in the contractor's possession, which is required by the engineer and has been requested in writing, has been supplied.
- (v) 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"

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B1213 VARIATION FROM SPECIFIED NOMINAL RATES OF APPLICATION OR NOMINAL MIX PROPORTIONS

Amend the last line of the second paragraph as follows:

"...materials, condition of the site and cement type (in order to comply with the durability requirements described in sub-clause 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."

Add the following to subclause (e)

"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:

- (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

Add the following:

"Extension of time for completion in terms of Clause 5.12 of the General Conditions of Contract in respect of abnormal rainfall shall be determined in terms of Method (ii) (The Critical Path Method) as described under Clause 1215 of the Standard Specifications. This formula does not take account of flood damage that could cause further or concurrent delays.

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The Critical Path Method

The critical path method is specified in the project specifications for determining extension of time resulting from abnormal rainfall and it shall be applied as follows:

A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer all progress on the item/s of work on the critical path of the working programme of the Contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time.

Extension of time during working days will be granted to the degree to which actual delays as defined above exceed the number of "n" working days as mentioned in the project specifications.

The 'n' value of working days, as specified in this clause as being expected delays for which the contractor must make allowance in his programme, have been calculated from the figures given in Table B1215/1 below.

TABLE B1215/1: AVERAGE DELAYS DUE TO INCLEMENT WEATHER

Month	Jan*	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*	Total
'n' delays (rain)	(6)	6	5	3	1	0	0	0	2	3	5	(4)	35
'n' delays (other)													

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

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".

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TABLE B1219: WATER CLASSIFICATION FOR CONSTRUCTION TESTING

Property	Unit	Water Quality Classification Code						Method
		H0	H1	H2	H3	H4	H5	
		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	
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	1000	1500	3000	-	-	SABS 213 SM213 - 1990
Total hardness*	-	None	None	Temporary	Temporary	Permanent	-	SABS 215 SM 215 – 1971
Suspended matter	ppm	0	2000	2000	5000	-	-	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	1000	-	SABS 212 SM 212 – 1971
Chlorides (Cl)	ppm	0	500	1000	3000	5000	-	SABS 202 SM 202 – 1983
Alkali Carbonates (CO ₃) & Bicarbonates (HCO ₃)	ppm	0	500	1000	1000	2000	-	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: 1. Concrete Technology – Dr S Fulton (1989) 2. Materials Manual (PAWC)			
		Slurry & emulsion	✓	✓				
		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

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B1224 THE HANDING OVER OF THE ROAD RESERVE

Add the following paragraph:

"The Contractor shall carry out any maintenance work within the road reserve that the Engineer may require during the time for completion of this Contract. Such maintenance shall typically comprise the routine clearing of litter, the clearing and repair of drainage, repair of guardrails and any structural damage caused by traffic during the contract period."

B1228 LEGAL PROVISIONS

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 37305 of 7 February 2014. 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, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 5(1)) of the Construction Regulations 2014, which are bound in the Contract document).

The Contractor shall in terms of regulation 7(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.

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 50197-1 Cement composition, specifications and conformity criteria Part 1: Common cements."

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.

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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, gravel, 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.

B1231 MIX DESIGNS

Before commencing with certain construction activities, the contractor shall, except where specified otherwise in the relevant construction sections in the Scope of Works, apply the following procedures with regards to mix designs:

- a) Taking and submitting samples of the relevant materials.
- b) Undertake the required mix design(s) or allow the engineer to undertake them.
- c) Produce, where required, laboratory, production/plant and/or trial mix(es).
- d) Undertake the required adjustments to the mix design(s) and reproduce required laboratory, production/plant and/or trial mix(es).
- e) Complete trial section(s) where required.
- f) Await the engineer's approval of the mix design(s) and trial section(s).

B1232 REPORTING OF ACCIDENTS

The Contractor shall report every accident which occurs on the road, within the extent of the Works, to the Engineer, within twenty-four (24) hours of such accident occurring, irrespective of

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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 a comprehensive record of all accidents which occur on the road and shall make such records available to the Engineer on demand.

B1233 TRAINING

Structured training shall be provided to temporary personnel involved in the Contract in accordance with the provisions set out in Part D. The Contractor's selection of the candidates shall be approved by the Project Liaison Committee and the Engineer, subject to the required entrance levels. All training courses must be offered through approved accredited training organisations.

The Contractor shall provide the following for the training:

- (a) A venue with sufficient lighting, electric power points and furniture;
- (b) All necessary stationery, consumables and study material;
- (c) Transport to and from the training venue if the training is not delivered on Site;
- (d) Wages for candidates attending Engineering (technical) skills training during working hours;
- (e) Payment to approved training organisations for the provision of training.

NB: Only technical skills and entrepreneurial training may take place during normal working hours. Generic training may only take place after hours. All training courses shall commence within one month of handing over the Site and be complete before the end of the Contract Period."

B1232 MEASUREMENT AND PAYMENT

Item	Unit
B12.01 Protection, removal, realignment and replacement of services	
(a) Relocation and/or protection of existing services	
(i) Telecommunication services.....	Prov Sum
(ii) Water services	Prov Sum
(iii) Electricity and Overhead Power line services.....	Prov Sum
(iv) Other services	Prov Sum
(b) Handling cost and profit in respect of subitem B12.01(a)(i), B12.01(a)(ii), B12.01(a)(iii) and B12.01(a)(iv)	%

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The provisional sum shall be paid in accordance with the provisions of the General Conditions of Contract sub-clause 13.5 as amended by Particular 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.

Expenditure under this item B12.01(a) shall be made in accordance with the general conditions of contract.

The provisional sum under sub-item B12.01(a) allows for the relocation and/or protection of existing services by either the contractor or the service provider.

Note:

No distinction will be made between the various types of services to be exposed. The contractor shall supply adequate supervision for the labourers when excavating to expose services. Any damage to a service caused by the Contractor shall be repaired at his expense to the satisfaction of the owner of the service and the Engineer.

Item	Unit
-------------	-------------

B12.02 Combined Engineer's/Contractor's Site Laboratory

- | | |
|---|--------------------------|
| (a) Combined Laboratory..... | Provisional Sum |
| (b) Financial contribution by the Contractor in respect of the establishment and operation of a combined Engineer's/Contractor's site laboratory..... | Negative Provisional Sum |

The negative provisional sum allows for the compulsory financial contribution by the Contractor to the cost of the establishment and operation of a combined Engineer's/Contractor's site laboratory.

The cash contribution shall be deducted in equal amounts of R62,500.00 per month or part thereof, from the monthly payment certificate under item B12.02 over the contract period of 15 months.

At the end of the contract the actual costs of the laboratory will be reconciled such that the Employer contributes 50% of the actual cost and the Contractor contributes the other 50%. The Engineer shall do this reconciliation and his determination of the actual cost shall be final and binding on both the Employer and the Contractor.

Item	Unit
B12.03 Contract information signboards.....	number (No)

The tendered rate shall include full compensation for the procuring and furnishing all the materials and for manufacturing and supplying the completed signboard, including amongst others the supporting framework, reinforcement and items required, transport handling etc. necessary for the manufacture, completion, delivery and installation of the signboards complete as specified. The tendered rate shall also include any handling costs the contractor may incur.

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Item	Unit
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B12.04 Additional survey as required by the Engineer

- (a) Additional Survey
 - (i) Additional survey as required by the Engineer prime cost (PC) sum
 - (ii) Handling cost and profit in respect
 of subitem B12.05(a)(i) percentage (%)

The prime cost item shall be paid in accordance with the provisions of the General Conditions of Contract sub-clause 13.5 as amended by Particular 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	Unit
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B12.05 Compensation to Landowners

- (a) Prime cost for compensation to landowners.....Provisional Sum
- (b) Handling costs and profit in respect to Item B12.05 (a) above..... percentage (%)

The provisional sum allows for compensation of landowners for royalties on borrow pits.”



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

B1302 GENERAL REQUIREMENTS

(c) Legal and Contractual Requirements and responsibilities to the public

Amend the subclause as follows:

"There has been recent legislation promulgated by Government that improve mutual obligations on the Employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

Section C of the Scope of Works contains the Environmental Management Plan for this project. Its provisions regulate the contractor's construction methods to ensure responsible conduct and treatment of the environment relevant to the project. No separate payment mechanism has been made available for the contractor to allow for his compliance with relevant environmental legislation. The contractor shall include such costs in the existing payment items under section B1303: Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties.

Section D of the Scope of Works contains provisions that regulate the contractor's construction methods for compliance with Government's initiatives towards black economic empowerment. It also contains information on criteria used in the procurement process. No separate payment mechanism has been made available for the contractor to allow for his compliance with relevant black economic empowerment legislation. The contractor shall include such costs in the existing payment items under section B1303: Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties.

Section E of the Scope of Works contains the specification that regulate the contractor's construction methods so far as to ensure health and safety of his employees and of the public. New payitem has been made available under this section to allow the contractor to make separate provision for the cost of health and safety measures during the construction process."

Add the following new subclause:

"(d) Contractor's ablution facilities

The Contractor shall, at each construction section, provide sufficient portable chemical latrine units. Furthermore, the Contractor shall also provide a portable chemical latrine unit at each temporary traffic control facility. 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."

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B1303 PAYMENT

Item

B13.01 The contractor's general obligations

Add the following sub-sub-clause defining 'the contractor's general obligations':

- "(iv) Complying with the requirements and conditions of the additional specifications relating to the Government's Broad Based Black Economic Empowerment and the Environmental Management Plan
- (v) The provision of a 10-seater mini-bus (with driver) for inspecting the works during monthly site meetings, which is generally one day per month. This vehicle shall be in a neat and roadworthy condition and the contractor will be responsible for the insurance of such a vehicle."

Delete the third paragraph commencing "Should the final value of the work".

Replace "clause 49" in the 4th, 8th and 10th paragraphs with "sub-clauses 13.7 and 13.8".

In the 11th paragraph, the following amendments apply:

- *Delete "received the letter of acceptance in terms of clause 12" and replace with "date of commencement in terms of clause 8.1".*
- *In the last line, change "clause 45" to read "clause 8.4".*

Add the following at the end of sub-clause (b) of the 11th paragraph:

"... Such limitations to payments shall occur whenever the ratio of time to expenditure varies by more than 10%. For example, if payment for completed scheduled work is 30% of total scheduled work but more than 40% of time has expired, this payment shall cease to be active until the difference between the relevant ratios is less than 10%.

Add the following paragraphs:

"Should the combined total tendered for subitems (a), (b), and (c) exceed 15% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner. The tenderer's attention is drawn to Form B1: Contractor's Establishment on Site, (bound in this Volume), to be completed by the tenderer. If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the Pricing Schedule, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form B1.

Payment of the rate per month for subitem 13.01(d) shall include full compensation for all the contractor's obligations relevant to health and safety legislation.

The tendered rate shall apply in the same manner as pay subitem B13.01(c) but shall not form part of the calculation of the restrictions imposed by Condition of Tender F3.8(c) and Form to Tender B1: Contractor's Establishment on Site. A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items."

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The following paragraph relates to the treatment of all payitems for which the unit of measurement is the month and shall become applicable only for use in calculations of approved extensions of time in terms of the General Conditions of Contract:

“All pay items for which the unit of measurement is "month" are deemed to be based on 23 working days per month.”

Insert the following paragraphs:

“The tendered percentage under item (e) shall be the day, or part thereof, for which the vehicle was hired and used for its intended purpose. The rate tendered shall include full compensation for the hire of the vehicle including cost of insurances, fuel, wear and tear and any other incidentals.”

Add the following at the end of this pay item:

"The amount payable to the Contractor for time-related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 5.12.3 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 pay items for which the unit of measurement is 'month' shall be deemed to be based upon an average of 30 days per month."



B5 SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

Add the following to the relevant sub clauses

(a) General

"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. In addition, the offices and any living accommodation are to be separated by at least 200 m."

(c) Laboratories

In the second paragraph, second line substitute "drawings" with "figures included in the project document"

B1404 SERVICES

(b) Water, electricity and gas

"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. 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."

"The supply of electricity and water to the offices and laboratories of the engineer's supervisory staff shall be maintained 24 hours per day"

B1406 MEASUREMENT AND PAYMENT

Add the following pay items

"Item	Unit
--------------	-------------

B14.03 Office and laboratory fittings, installations and equipment

(a) Items measured by number

(xix) Plan holders..... number (No)

(xx) Floodlights complete with poles and 500 Watt
 minimum globes number (No)

The tendered rate for subitem B14.03(a)(xx) shall include for the operation of the lights from sunset to sunrise for the full duration of the contract.

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(b) Prime cost items and items measured and paid for in a lump sum

- (iii) The provision of a direct independent telephone line for the engineer, including the cost of calls in connection with contract administration and telephone rentalPC Sum
- (iv) Handling costs and profit in respect of sub-subitem B14.03(b) (iii) above percentage (%)
- (ix) Cell phones costs, including pro-rata rentals, for calls in connection with contract administration prime cost sum (PC)sum
- (x) Provision of telephone services with fax facility including cost of calls and fax transmission in connection with contract transmission administration and pro- rata telephone rental and cost of access to internet prime cost sum (PC)sum
- (xi) Handling costs and profit in respect of subitem 14.03(b)(ix) above percentage (%)
- (xii) Handling costs and profit in respect of subitem 14.03(b)(x) above percentage (%)

Payment of B1403(b)(ix) shall include for the cost of all cellular telephone calls in connection with contract administration, as well as pro rata fixed costs.

The tendered percentage for pay item B1403(b)(xi) shall be a percentage of the amount actually spent under subitem B14.03(b)(ix) which shall include full compensation for the profit and handling costs incurred in managing provision of the cellular phones and monthly billings.”

Amend the following pay items

“Item	Unit
B14.08 Services	
(a) Services at offices and laboratory	prime cost sum (PC)sum
(b) Services at rented offices	prime cost sum (PC)sum
(c) Handling cost and profit in respect of sub-item B14.08(a) and B14.08(b).....	percentage (%)

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B14.10 Provision of photostat facilities

Amend this pay item description to read "Provision of copying facilities" and in the payment prescription, amend "photocopier" to read "combination colour printer/copier/scanner/facsimile machine".

B6 SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

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

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

B1502 GENERAL REQUIREMENTS

(a) Safety

Add the following:

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

(f) Approval of temporary deviations

Add the following paragraph:

"The Contractor's programme for the accommodation of traffic must be approved by the Engineer on site. The Engineer shall also have the power to stop any work at any time if the road signs are not compliant with the prescribed requirement and/or if the non-compliance is deemed to place the safety of the travelling public at risk.

If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the engineer for his approval."

Add the following to the relevant sub clauses:

(i) Traffic Safety Officer

"The contractor shall submit a CV of the candidate to the engineer for approval before the candidate is appointed as the traffic safety officer. "

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

"(ii) Record on neat and dimensioned sketches and submit to the engineer the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

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

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

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the engineer such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

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

- “(ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor’s site agent. The traffic safety vehicle shall be a truck with a capacity of 3 tons and shall be equipped with a high visibility rear panel in accordance with the requirements of the SARTSM. The words TRAFFIC CONTROL shall be written on a warning sign in highly legible letters, not less than 150 mm high, and the sign shall be mounted on the vehicle at least 1,5 m above ground level. The proposed sign and letter dimensions shall be submitted to the engineer for his approval.

The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor's establishment on site.

- (x) Ensure that all obstructions related to the contractor’s activities be removed before nightfall where applicable as instructed by the engineer and that the roads are safe for night traffic.
- (xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502(i), also be responsible for the removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.
- (xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information.”

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Add the following sub clauses

“(j) Crossing the median

No vehicle or item of equipment shall be allowed to cross the median under any circumstances without traffic management control.

(k) Site personnel

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

(l) Penalty events

Whenever the following events occur, the contractor shall be subjected to penalty conditions expressed in the Appendix to Tender.

(i) Repairs to or replacement of signage

A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

(ii) Late occupation of lanes, ramps and/or crossroads

The contractor shall be charged a lane rental levy if he continues to occupy interchange ramps, crossroads and/or carriageway lanes beyond programmed completion dates. The levy shall be deducted from payments due on the relevant interim payment certificates at the rates provided in the Appendix to Tender and the pricing schedule.”

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B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the sub clause with the following:

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

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 the approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the replacement of damaged or missing items within a period of three hours of instructions having been given by

the Engineer.

Should the Contractor fail to respond to an instruction to re-erect a road sign within three hours or fail to comply with the requirements, penalties as detailed in paragraph B1502(l) will be applicable.

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

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

(a) Traffic control devices

Add the following:

“At each traffic control point, an all weather shelter of at least three (3) square metres capable of accommodating two operators, with a clear window, a stable door, two chairs and a portable chemical toilet that shall be regularly maintained, shall be provided. Each control point shall have a generator and a 2 x 400 w metal halide floodlight mounted onto a 9m winched fibreglass pole bolted to a 1,5m buried galvanized stem to light up the traffic control point at night time.”

(b) Road signs and barricades

Add the following:

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

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more

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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 covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10."

(c) Channelisation devices and barricades

Replace with the following:

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

Delineators shall:

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

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

(e) Warning devices

Replace with the following:

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

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(i) Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly 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 LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

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

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

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness."

Add the following:

“(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 pay 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 specification. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator, one flagman at the 80 km/h sign and a second roving flagman to indicate to the traffic at the end of the queue to stop. At night time only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light

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operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. This flagman shall be provided at the 80-km/h sign to warn the traffic about the closure. 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.

Payment for flagmen positioned as shown on the drawings, as required per the specification and at designated closure entrance and exit points will be deemed to be included in item B15.01 or B15.10 and shall not be claimable under item B15.03(a).

Payment for flagmen who assist with the safe entry and exit of the contractor's vehicles from closures or turning points, or guiding the traffic around the Contractor's plant will be deemed to be included in the Contractor's Safe Work Procedure and shall not be claimable under item B15.03 (a)."

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

Replace the contents of this clause with the following:

"The effective carriageway width for any two-way traffic accommodation on a bituminous surface temporary deviation shall not be less than 6 m.

Where the traffic is accommodated in half-widths, the effective lane width for one –way traffic shall not be less than 3.3m

Temporary deviation lengths will be limited to 1 over the length of the project of maximum length 2 km. The distance between temporary deviations and any half width construction sections as defined in Clause 1513 shall not be less than 2 km"

B1507 GRAVELLING OF TEMPORARY DEVIATIONS OR OF EXISTING ROADS USED AS TEMPORARY DEVIATIONS

Add the following to the second paragraph:

"The gravel material laid on existing roads used as diversions shall comply with the following:

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Maximum size	: 37,5 mm
Oversize index (I _o)	: 0 (% retained on 37,5 mm sieve)
Shrinkage products (S _p)	: 100 - 240 (linear shrinkage x % passing 0,425 mm sieve)
Grading coefficient (G _c)	: 16 - 34 [(% passing 26,5 mm - % passing 2,0 mm) x % passing 4,75 mm/100]
CBR	: ≥ 15 at 93% of modified AASHTO density."

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

Add to the first paragraph:

"Sections where road marking has not been done shall be regarded as being under construction and not fully opened.

Delete the fourth paragraph starting with: "The number of sections..."

B1517 MEASUREMENT AND PAYMENT

Replace item 15.01 with the following:

"Item	Unit
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B15.01 Accommodating traffic and maintaining temporary	
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deviations.....km	
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The unit of measurement shall be the kilometre, measured along the centre lines of the road, the ramps from the noses and the cross roads where work is carried out. Accommodation of traffic shall be measured once only, that is no separate payments shall be made for lane and shoulder rehabilitation, slurry, reseal, asphalt overlay, side drains, etc. The bypass for abnormal vehicles and gravel service roads shall not be measured. Only the net distance of the road shall be measured and overlapping distances during staged rehabilitation shall not be measured. A distinction shall be made between accommodation of traffic on the through road and accommodation of traffic on the ramps and cross roads of interchanges."

It shall also include full compensation for the provision of all equipment and signage, including tools, transport, labour, supervision, guards, and temporary traffic aids and all work, including all relocation and re-erection as may be required for the execution of all the works, required for the proper and safe accommodation of traffic whether through deviations or halfwidth construction as specified and as shown on the drawings and specified in the specifications.

It shall also include, where necessary, communications equipment required to regulate traffic, for the provision and maintenance of temporary drainage, arranging for the moving of services, attending to traffic problems, complying with the requirements of the Road Signs Manual, and for providing temporary access to private properties.

The tendered rate shall also include full compensation for flagmen as required in accordance with the drawings and specifications.

Where payment is made for a section of road in item B15.01, payment shall not be made under item B15.10."

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Amend the following:

“Item	Unit
B15.03 Temporary traffic control facilities	
(a) Flagmen.....	man-day

Delete the first line of the measurement sub-paragraph and replace with the following:

“The unit of measurement shall be the man-day and is defined as a full 24-hour day.”

Add the following to the measurement sub-paragraph (a) Flagmen:

“For this contract the cost for providing flagmen for traffic accommodation as indicated on the drawings or as per the specification shall be deemed to be included in the tendered rates under items B15.01 as applicable. Payment under item B15.03(a) will be made only in instances where, upon an instruction by the Engineer, additional flagmen are to be provided.

Payment for flagmen who assist with the safe entry and exit of the Contractor’s vehicles from closures or turning points, or guiding the traffic around the Contractor’s plant will be deemed to be included in the Contractor’s Safe Work Procedure and shall not be claimed under item B15.03 (a).”

Delete pay item B15.10.

Add the following pay items:

“Item	Unit
B15.15 Traffic safety officer	month

The unit of measurement shall be the period in months that the approved traffic safety office is employed.

The tendered rate per month shall include full compensation for the cost of the traffic safety officer to conduct his duties as specified in sub-clause B1502(i)

Item	Unit
B15.16 Penalty for non-compliance with requirements for accommodation of traffic:	
(a) Fixed penalty per occurrence	number (No)
(b) Time related penalty	hour (h)”

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B7 SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(b) Overhaul

Replace the contents of this clause with the following:

“Payment shall only be made for material hauled in excess of 1 kilometre. Overhaul shall be measured as the product of the volume of material hauled and the overhauled distance.”

(d) Free-haul distance

Replace the contents of this clause with the following:

“This distance shall be 1 kilometre in the case of all overhaul materials”

B1603 MEASUREMENT AND PAYMENT

Item

Unit

Amend pay item as follows:

“B16.02 Overhaul on material hauled in excess of 1 km cubic meter

- kilometre (m³km)

Only ordinary overhaul for haul in excess of 1.0 km will apply to all types of fill and layer work materials. No restricted overhaul will be applicable on this contract.”.

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B8 SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

(c) Conservation of topsoil

Replace the contents of this clause with the following:

"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."

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."

B1703 EXECUTION OF WORK

(c) Disposal of Material

Replace the contents of this clause with the following:

"Materials obtained from clearing and grubbing shall be disposed of at an approved dumping site or as instructed by the engineer. The Contractor shall obtain approval from the appropriate authorities for the proposed dumping of materials and shall provide satisfactory proof to the Engineer that approval has been obtained before dumping commences."

B1704 MEASUREMENT AND PAYMENT

Amend the following pay item:

"Item	Unit
B17.01 Clearing and grubbing	
(a) Road reserve	hectare (ha)
(b) Borrow pits	hectare (ha)

Clearing and grubbing of the construction sites shall not be measured separately and shall be deemed to be included in the rates tendered for item B13.01"

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B9 SECTION 1800: DAYWORKS

B1801 SCOPE

This section covers the listing of daywork items in accordance with the general conditions of contract sub-clause 6.5 as amended by Particular Condition, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule.

B1802 ORDERING OF DAYWORK

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

B1803 MEASUREMENT AND PAYMENT

Item	Unit
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B18.01 Personnel

(a) Unskilled labour	hour (h)
(b) Semi-skilled labour	hour (h)
(c) Skilled labour	hour (h)
(d) Ganger	hour (h)
(e) Foreman	hour (h)
(f) Flagman	hour (h)

Item	Unit
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B18.02 Equipment

(a) Grader (CAT 140 G or similar approved)	hour (h)
(b) Dozer (CAT D7 or similar approved)	hour (h)
(c) Track excavator, (CAT 225 or similar approved)	hour (h)
(d) Track Excavator, (CAT 235 or similar approved)	hour (h)
(e) Vibratory Roller (Bomag 212 or similar approved)	hour (h)
(f) Pedestrian Roller (Bomag BW 90 or similar approved)	hour (h)
(g) Water truck (500 litres)	hour (h)
(h) Safety vehicle for premarking purposes	hour (h)
(i) Tipper truck, 10.0m ³	hour (h)

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- (j) Tipper truck, 6.0m³ hour (h)
- (k) Backhoe TLB type (CAT 428 or equivalent)..... hour (h)
- (l) Dewatering pump including generators and accessories
(50 mm pump, 600 litres per minute) hour (h)
- (m) Compressor (air) including hoses and tools (7m³/minute
mass approximately 150 cpm) 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)
(c) Lowbed transport of plant	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 or 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.

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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.

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.

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B10 SECTION 2100: DRAINS

B2101 SCOPE

Add the following

"This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the engineers, and the test flushing of subsoil drains."

B2104 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

Amend this subclause by adding the following to the end of the third paragraph:

"(category - heavy duty) or SABS 1601 (stiffness class 350)"

(iii) Synthetic-fibre filter fabric

Add the following:

"The synthetic-fibre filter fabric used shall be Bidim A4 or an approved equivalent material that can follow the shape of the excavation without being damaged in any way."

(b) Construction of subsoil drainage system

Add the following subclause:

"(v) Proving of pipes in subsoil drainage systems

On completion of the pipe laying and backfilling, the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill ± 400 mm long and having a diameter 5 mm less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe."

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.

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Item

Unit

B21.22 Subsoil outlet marker boardnumber

The unit of measurement is the number of 600 mm x 300 mm galvanized steel plate subsoil outlet marker boards fixed to the top portion of the fence line opposite each subsoil outlet structure in accordance with the details on the Drawings.

The tendered rate shall include full compensation for procuring and furnishing the subsoil outlet marker board, galvanizing and fixing the board to the fence."

B11 SECTION 2200: PREFABRICATED CULVERTS

B2201 SCOPE

Add the following:

"This section also covers the replacing and/or lengthening of the existing culverts during the widening of the existing road.

The conditions encountered at the individual culverts to be replaced and /or lengthened may, during construction be found to vary from information available at tender stage. For this reason, the engineers' representative will re-assess the situation at the beginning of the contract and issue the contractor with specific instructions of what is to be carried out at each individual culvert site.

B2203 MATERIALS

(b) Portal and rectangular prefabricated concrete culvert units

Replace the sub clause description as follows:

"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

Replace the sub clause description as follows:

"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

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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

"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

"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

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."

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No additional payment will be made under section 3300 or under this section for constructing the fill or culverts in stages as described above."

B2218 MEASUREMENT AND PAYMENT

Item	Unit
------	------

B22.02 Backfilling:

Amend or add the following pay items

- "(c) Extra over subitems B22.02(a) and (b) for soil cement (soilcrete) backfilling (percentage of cement indicated)..... cubic metre (m³)
- (d) Special backfilling for Telkom optical fibre, uPVC ducts all as specified cubic metre (m³)
- (e) Special bedding and padding for Telkom optical fibre uPVC pipes as specified cubic metre (m³)
- (f) Installation of earth wire in backfilling (including jointing) and danger tape as supplied by Telkom metre (m)"

Add the following paragraphs to the pay item description:

"The payment shall also apply to backfill adjacent to and over corrugated metal arch culverts. The quantity shall be calculated in accordance with the details of backfilling as indicated on the Drawings.

The backfilling against concrete footings shall be paid for under item B61.04.

Add the following payment item:

"Item	Unit
B22.29 Dowels for joining new concrete outlet slab with gabion mattresses.....	(kg)"

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B12 SECTION 3100: BORROW MATERIALS

B3108 MEASUREMENT AND PAYMENT

Add the following pay item

"Item	Unit
B31.04 Rehabilitating and finishing off existing borrow pits and quarries..... Provisional (prov) Sum"	

B13 SECTION 3200: SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIALS FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS AND PLACING AND COMPACTING THE GRAVEL LAYERS

B3203 STOCKPILING THE MATERIAL

Add the following:

“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 (refer 5807(e)). 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, re-instatement of the topsoil and re-vegetation.”

B3208 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES OF 200mm AND LESS AFTER COMPACTION

Add the following new sub-clause:

“d) Construction joints in new layers

Where construction joints are formed between adjacent portions of the same layer the following conditions shall apply:

- (i) Joints shall be either at right angles or parallel to the road centreline.
- (ii) Joints in successive layers shall not correspond with those of the layers below and shall be offset at a minimum of 150 mm or as indicated on the drawings.
- (iii) The need for and positions of all proposed joints shall be approved by the engineer prior to the commencement of work.
- (iv) During the creation of a joint in a layer, the existing material or the material previously placed for the specific layer shall either be cut back sufficiently (minimum 150 mm) to ensure the incorporation of any loose or disturbed material, or ripped (minimum 150 mm) and compacted together with the new portion of the layer to be constructed or only re-compacted together with the new portion of the layer as may be required by the engineer to ensure that a sound fully compacted joint is formed.”

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**B3209 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES IN EXCESS
OF 200 mm AFTER COMPACTION**

Amend the following sub-clause:

c) Rockfill

Replace the 2nd paragraph with the following:

"For the purposes of this contract, Rock fill will include processing and compaction of layer thicknesses that are less than 500 mm after compaction"

In the third paragraph, replace "750 mm" with "500 mm".

Amend the following after the final paragraph:

"Rockfill and pioneer layers may be constructed from the same material, namely a dump rock with a 500 mm maximum stone size, with sufficient fines to fill all voids. Payment for the pioneer layer shall only be made when the layer is constructed under the conditions specified under 3307 (c)".

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B14 SECTION 3300: MASS EARTHWORKS

B3302 MATERIALS

(b) Fill

Add the following:

"The maximum swell at 100% Mod AASHTO compaction shall not be more than 2%."

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Replace "or" in the eight line of the third paragraph with "and"

(c) Preparing and compacting the roadbed

Remove the second and third sentence of the first paragraph and replace with the following:

"The roadbed shall be reworked to a depth of 150 mm and re-compacted to 90% modified AASHTO density. The shall be achieved by using one of the approved methods.

B3312 MEASUREMENT AND PAYMENT

Item

Unit

Amend the pay items as follows:

"B33.01 Cut and borrow to fill, including free-haul of up to 1,0 km"

Add the following to the end of the fourth paragraph:

"The tendered rates to sub-item (c) shall include all costs for the procurement of the rockfill material from commercial sources. No additional payment shall be made irrespective of source for the procuring of the rockfill material."

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B15 SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add the following:

"For chemically stabilised layers the material shall conform to the requirements in table B3402/5."

Replace the grading and grading modulus sections in Table 3402/1 with:

DESCRIPTION		G4		G5	G6
GRADING	Nominal aperture size of sieve (mm)	Percentage passing through sieve by mass		The percentage by mass passing the 2,00mm sieve shall not be less than 20% nor more than 70%	None specified
		Crushed material produced by multi-stage crushing and screening	Uncrushed material or material produced by single stage crushing		
	53		None specified		
	50	100			
	37,5	100			
	28				
	20	61 - 91			
	14	48 - 82			
	5	31 - 66			
	2	20 - 50			
	0,425	10 - 30			
	0,075	5 - 15			
GRADING MODULUS (GM)		-	2,4 > GM > 1,5	2,4 > GM > 1,5	2,6 > GM > 1,2

Note:

Refer to standard COLTO table for COLTO grading if required

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Replace Table 3402/5 with:

"TABLE B3402/5: REQUIREMENTS FOR CHEMICALLY STABILISED LAYERS

Classification	C3	C4
Material before treatment	At least G5 quality	At least G7 quality
PI after treatment	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	1,5 min	0,75 min.
ITS (kPa) *(3)	250 min.	200 min.
WDD (% loss)	20 max.	30 max.

Note:

- * (1) For materials derived from the basic crystalline rock group, the Plasticity Index after stabilisation shall be non-plastic.
- * (2) Unconfined Compressive Strength @ 100% Mod. AASHTO density
- * (3) Indirect tensile Strength @ 100% Mod. AASHTO density
- * (4) Wet/Dry Durability according to Method B 8110"

(b) Compaction requirements

Amend the sub clause as follows:

"The compaction requirements for this contract shall be as specified below:

Base :	C4 to 98% of modified AASHTO density
Subbase :	C4 to 97% of modified AASHTO density
Selected :	G7 to 95% of modified AASHTO density
Gravel wearing course :	93% of modified AASHTO density"

B3407 MEASUREMENT AND PAYMENT

Item	Unit
B34.01 Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km	

In the second paragraph, delete "soft excavation" and replace with "soft or intermediate excavation".

B16 SECTION 3500: STABILISATION

B3502 MATERIALS

Add the following:

"The actual application rate of the stabilization agent used in any specific material or layer shall be determined by the engineer."

(a) Chemical stabilising agents

Delete sub-clauses "(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 shall be used for stabilisation purposes."

B3503 CHEMICAL STABILISATION

(a) Applying the stabilizing agent

Add the following to the first paragraph:

"The contractor's spreading method must be submitted to and approved by the engineer before any spreading can take place."

(d) Mixing in the stabilizing agent

Replace the second paragraph with the following:

"All mixing (including the newly constructed subbase layers) shall be done by a milling (recycling) machine which shall have at least the following features:

- the capability of milling to depths of at least 250 mm in a single pass and be fitted with an automatic sensor system to accurately maintain a preset depth of cut;
- a milling drum that rotates upwards into the direction of advance and achieves at least 2,0 m of cut width in a single pass.

(e) Watering

The contractor's attention is drawn to the provisions of the third paragraph of this standard clause, especially the second sentence, which states:

"The moisture content of the material during compaction shall never exceed 80% of the saturated moisture content of the natural material without stabilizing agent."

(h) Curing the Stabilised work

Add the following to paragraph:

"Method (iii) and (iv) shall not be applicable."

(i) Construction limitations

In Table 3503/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "6 hours"

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Add the following:

"No stabilisation shall be done with falling air temperatures when the air temperature falls to below 7°C, or during rising air temperatures, when the air temperature is below 3°C.

Moisture content tests shall not be undertaken more than one day in advance of in-situ stabilisation operations. Care shall be taken to ensure that samples are representative of the in-situ material. Checks shall be conducted when wet weather occurs between initial testing and work commencing on any section."

In Table 3503/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "6 hours".

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

Add the following after the second paragraph:

"The test results and measurements will be judged in accordance with the provisions of Section 8300."

B3510 MEASUREMENT AND PAYMENT

Item	Unit
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 authorized dimensions of the layers treated and/or stabilized as instructed by the engineer. Additional material preshaped to allow for finishing by cutting only will not be included in the measurement."

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B17 SECTION 4100: PRIME COAT

B4102 MATERIALS

(b) Aggregate for blinding

Add the following:

"Blinding of the primed surface with aggregate shall only be permitted to facilitate vehicular access to adjoining properties"

B4104 WEATHER AND OTHER LIMITATIONS

Delete sub clause (g) and replace with the following:

"(g) When the moisture content of the upper 50 mm of the layer is higher than 50% of the optimum moisture content determined according to TMH 1, Method A7"

B4106 APPLICATION OF THE PRIME COAT

Add the following:

"The nominal application rate of the prime shall be 0,7 l/m². Unless directed otherwise by the engineer or indicated on the drawings, the edges of the primed surface shall be 150 mm wider than the edges of the surfacing."

(j) Application in areas treated by reworking and construction of a new base shall be primed using a mechanical distributor complying with sub-clause 4103(a). The edges of the previously constructed or existing surfacing shall be adequately protected by approved means to ensure that an overlap of prime not exceeding 50 mm is sprayed onto the previously constructed or existing surfacing."

B4108 TOLERANCES

Replace the clause description with the following:

"The actual spray rates measured at spraying temperature shall not deviate by more than 8.0% from that ordered by the engineer. The engineer may, at his discretion, conditionally accept application rates falling outside this tolerance at reduced payment in accordance with Table B4108/1.

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TABLE B4108/1: PAYMENT REDUCTION FACTORS FOR CONDITIONALLY ACCEPTED PRIME COAT

Deviation specified spray rate at spraying temperature. (%)	Payment reduction factor of tendered rate.
±8,0	1.00
±9,0	0.97
±10,0	0.95
±11,0	0.90
±12,0	0.85
±13,0	0.80

Any deviation outside these limits shall not be paid for, however, the engineer shall have the right to instruct the contractor to make up any deficiency, or blind excessive prime without additional payment. Where so instructed, the material for blinding shall consist of approved, but shall consist of screened 4,75 mm nominal single size aggregate. The use of crusher dust for blinding shall not be permitted. If under-spraying occurs, and it is accepted by the engineer, only the actual quantities applied shall be paid for."

B4109 TESTING

Add the following:

"No payment will be made if this condition is not adhered to. The contractor shall provide, at his cost, representative samples of every batch of prime delivered onto site."

B4110 MEASUREMENT AND PAYMENT

Item

Unit

B41.01 Prime coat:

Add the following pay item

(f) Quick drying MSP1..... (m²)"

B18 SECTION 4200: ASPHALT BASE AND SURFACING

B4202 MATERIALS

(a) Bituminous binders

(i) Conventional binders

Add the following:

"The binders to be used shall be as follows:

- (a) Continuously graded surfacing course: 50/70 penetration grade bitumen

(b) Aggregates

(v) Absorption

Add the following sentence:

"In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0,5%"

(viii) Grading

Delete the second paragraph commencing with "The target grading." and add the following paragraphs

"The grading limits for the combined aggregate grading for the asphalt base shall be as specified in table 4202/6: Continuously graded 28 mm maximum.

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

Add the following new sub-item:

"(xi) Moisture content

The moisture content of aggregates, sampled from the cold feed belt, shall not exceed the following limits at the time that it is introduced into the mix:

- Coarse aggregate 2%
- Fine aggregate..... 4%"

(c) Fillers

Add the following:

"Hydrated lime filler content of at least 1% by mass is a pre-requisite for use in all asphalt. In addition the active filler for the purpose of pricing shall be hydrated lime.

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

In the event that hydrate lime is not used, the contractor shall use another anti-stripping agent such as Polyamine or similar. Payment for variation in the anti-stripping agent shall be based on the submitted and approved asphalt mix design."

(h) General

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Add the following after the second paragraph:

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

Add the following subclause:

B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

In the first paragraph, third last line, after "or active filler content" add: "or aggregate content"

Add the following after the first paragraph:

"The contractor is required to work in close co-operation with the engineer during the mix design process. Details of the testing programme will be agreed between the engineer and contractor. Testing will include rut resistance testing, gyratory compaction, fatigue testing as well as Dynamic Creep testing. Sufficient time (at least 8 weeks from plant mix design trials) must be allowed in the programme for testing by external laboratories (eg SRT, CSIR). The contractor must include the cost of the testing for the specified criteria, as well as the special tests noted above, in the price of the asphalt. In the event that the test results from the external laboratories are not acceptable, the mix design process shall be repeated."

Replace the fifth paragraph with the following:

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

The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/1.

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**TABLE B4202/7 PART 2: GRADING LIMITS FOR COMBINED AGGREGATE
FOR ASPHALT SURFACING**

	Sieve size (mm)	Continuously graded			Semi-open graded
		Coarse	Medium	Fine	
PERCENTAGE THROUGH SIEVE BY MASS	28	100			
	20	88 - 100			100
	14	73 - 86	100		75 - 100
	10	64 - 77	85 - 100	100	53 - 85
	5	44 - 62	56 - 77	66 - 89	20 - 41
	2	27 - 45	33 - 48	42 - 59	7 - 20
	1	21 - 35	25 - 40	31 - 51	4 - 13
	0,600	16 - 28	18 - 32	24 - 40	3 - 10
	0,300	12 - 20	11 - 23	16 - 28	3 - 8
	0,150	8 - 15	7 - 16	10 - 20	2 - 6
	0,075	4 - 10	4 - 10	4 - 12	1 - 4
NOMINAL PROPORTIONS BY MASS	AGGREGATE	93,5%	93,5%	93,0%	90,5%
	BITUMEN (GRADE ACCORDING TO PROJECT SPECIFICATIONS)	5,5%	5,5%	6,0%	8,5%
	ACTIVE FILLER	1,0%	1,0%	1,0%	1,0%

Notes:

1. For recycled asphalt the nominal mix ratios of recovered asphalt, new aggregate, new bituminous binders, and active mineral filler to be used for tender purposes, shall be as specified in Table B4202/16
2. Refer to standard COLTO table for COLTO grading if required

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Replace Table 4203/1 with:

TABLE B4203/1: ASPHALT MIX REQUIREMENTS: BASE AND SURFACING

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

B4204 PLANT AND EQUIPMENT**(f) Vehicles**

Replace the second paragraph with the following:

"To minimize temperature loss all vehicles used for transporting asphalt to the site shall be fitted with thermal asphalt covers (canvas covers not acceptable) irrespective of the prevailing climatic conditions or distance of transport."

B4209 PRE-COATED CHIPPINGS FOR ASPHALT SURFACING

In the first sentence of the fifth paragraph, delete 6-8 kg/m² and 7-9 kg/m² respectively and replace with: "2,5-4 kg/m² and 5-6 kg/m²."

In the last sentence of the fifth paragraph, delete "between 0,6 and 1,0 mm" and replace with: "between 0,8 and 1,2 mm."

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B4211 LAYING OF TRIAL SECTION

Add the following:

"Comprehensive testing will be undertaken on samples of the asphalt mix taken from the trial sections. The contractor must therefore make allowance in his rates for the trial section for a waiting period of at least 8 weeks for the completion of the testing programme before the final approval of the production mix can be given. This time shall exclude the annual December shut down.

The Contractor shall remove and replace the trial section at his own cost if all requirements are not met. The object of the trial section is to demonstrate that the Contractor can achieve the specifications. It is not to calibrate any equipment, etc. The Contractor shall do the calibration of the equipment and mix design at his own cost. Also note the requirements of Clause B4203 with regard to trial sections."

(c) Gradings

Replace this sub section with the following:

"The combined aggregate and filler grading shall not deviate from the approve grading for the working mix by more than that given in Table 84213/1. The mean of each lot of the working mix (minimum of 6 tests per lot) shall be determined from obtained in a stratified random sampling procedure.

TABLE B4213/1: AGGREGATE GRADING TOLERANCES

Size of aggregate passing Sieve size mm	Permissible deviation from target grading (%)
28	± 5
20	± 5
14	± 5
10	± 5
7	± 5
5	± 4
2	± 4
1	± 4
0,600	± 4
0,300	± 3
0,150	± 2
0,075	± 1*

* When statistical methods are applied the permissible deviation for the 0,075 fraction is ± 2%.

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B4214 QUALITY OF MATERIAL AND WORKMANSHIP

b) Coring of asphalt layers

Add the following:

"A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and

supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring.

In the case of asphalt base, coring machines capable of cutting 150 mm diameter cores from the completed asphalt layers shall be provided. Cores shall be taken as specified in Section 8100 and Section 8200 or as directed by the engineer."

Add the following sub clause:

d) Special tests

n-Heptane-Xylene Equivalent (Spot test) (AASHTO-T102)

If the engineer suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method.

Any bitumen having an n-Heptane-Xylene equivalent in excess of 36, or in excess of the manufacturers test result on the dispatched stock, shall be considered to have been overheated and shall be deemed to be rejected unless proven otherwise."

B4215 MEASUREMENT AND PAYMENT

Amend the following pay items:

"Item	Unit
B42.05 Binder variations	
(a) Penetration grade bitumen (50/70)	ton (t)
B42.06 Variations in active filler content:	
(a) Cement	ton (t)
(b) Hydrated lime	ton (t)
(c) Polyamine or similar	ton (t)
B42.07 Trial sections	
(a) 40 mm continuous surfacing	square metre(m ²)
The unit of measurement shall be the square metre of continuous asphalt surface trail section constructed according to the approved methodology submitted by the Contractor as specified in 4211."	

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Item	Unit
B42.08 100 mm cores in asphalt paving	number (no)

Amend the 1st sentence by adding the following after the word "drilled..":

"irrespective of depth of core."

Add the following payment items:

Item	Unit
B42.21 Aggregate variations	ton (t)

The unit of measurement in respect of increases or decreases in the aggregate content from that specified in the nominal mix shall be the ton.

Payment for variations shall be made as specified for clause 1213."

B19 SECTION 5600: ROAD SIGNS

B5601 SCOPE

*Replace “South African Road Traffic Signs Manual” in the second paragraph with:
“SADC Road Traffic Signs Manual”*

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall provide the engineer with a 100 mm x 150 mm 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 signboards

Add the following:

“Chromadek section shall be assembled in accordance with the details of Standard Plans SP-B-12-Sheets 4 and 5 and SP-B-4-Sheets 33E and 34E.

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 practical visual match of the specified colour.”

B5604 ROAD SIGN FACES AND PAINTING

Add the following:

“(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 section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this Project Specification.”

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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

(c) Erection

Add the following:

“After erection the signboard 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.”

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Payitems are provided in the Pricing Schedule. Payment will differentiate between different types of sign panels.”

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B5609 MEASUREMENT AND PAYMENT

Item	Unit
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B56.01	Road sign boards with painted or coloured Semi-matt background Symbols, lettering, and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from:
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Amend the last two lines of the second paragraph to read:

"completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists' view of the new or replaced sign board."

Add the following items:

Item	Unit
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B56.10	Danger plates at culverts/structuresnumber
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The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings or as directed by the Engineer.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings or as directed by the Engineer."

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B20 SECTION 5700: ROAD MARKINGS

B5702 MATERIALS

(b) Roadstuds

Add the following:

“All square roadstuds shall have a footprint of 100 mm x 100 mm and a height of 20 mm. Round roadstuds shall be 100 mm in diameter and 20 mm in height. Only non-metallic products with glass as reflective material shall be used. Shank roadstuds shall be used on the outside slow lane shoulders and only where the pavement layers are appropriate.”

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the engineer before the contractor commences with the road marking.”

B5707 APPLYING THE PAINT

Add the following:

“The center-line shall be painted immediately after 3.0 km of continuous road has received a new asphalt layer, or 4 km of continuous road has received a new seal surfacing or where, in the opinion of the engineer, conditions are unsafe.

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.”

B5711 GENERAL

After the the word “sandblasting” in last paragraph add “, bituminous emulsion, slurry”

Add to the last paragraph:

“Where black paint is used, it shall be matt.”

Amend the numbering of clause “5714” to clause “5715” and insert the following clause:

“B5714 REMOVAL OF EXISTING ROAD STUDS

The existing road studs shall be removed from the road surface prior to milling.”

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B5715 MEASUREMENT AND PAYMENT

Item	Unit
B57.06 Setting out and pre-marking the lines (excluding Traffic island markings, lettering and symbols)	kilometre (km)

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

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**B21 SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND
 TREATING OLD ROADS**

B5901 SCOPE

After “This section...” in the first line of the first paragraph insert the following:

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

B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following:

“(a) New construction”

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

“(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, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

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

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

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

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

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

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B31 SECTION 8300: QUALITY CONTROL (SCHEME 2)

For the purposes of this contract, the acceptance and rejection of material and workmanship shall be according to Quality Control Scheme 2.

PART C: PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

C 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C 02 INTERPRETATIONS

C 02.01 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall inter alia be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) **"Key Personnel"** means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) **"Project Committee"** means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) **"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
- (d) **"Worker"** for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) **"Workforce"** means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors

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- (f) **"Liaison Officer"** means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C 06 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C 07 RECRUITMENT AND SELECTION PROCEDURES

- C 07.01** The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.
- C 07.02** 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).
- C 07.03** The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

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- C 07.04** The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:
- (a) Name, address, age and sex
 - (b) Marital status and number of dependants
 - (c) Qualifications and previous work experience (whether substantiated or not)
 - (d) Period since last economically active
 - (e) Preference for type of work or task.
- C 07.05** The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:
- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless-
 - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (ii) the Time for Completion 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.
 - (b) Preference shall be given to the unemployed and single heads of households.
 - (c) The Contractor shall, 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.
 - (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.
- C 07.06** After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.
- C 07.07** The provisions of this clause shall apply *mutatis mutandis* 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 07.08** The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

- C 08.01** All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.
- C 08.02** The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration as specified in Part A – General Clause A17.2.

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

- C 09.01** The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.
- C 09.02** 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.
- C 09.03** In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.
- C 09.04** In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Subclauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C 10 THE SUBCONTRACTORS' WORKFORCES

- C 10.01** The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

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- C 10.02** The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C 11 PROJECT LIAISON OFFICER (PLO)

The Contractor or his appointed agent will appoint a Project Liaison Officer (PLO) after consultation with the local communities, the Engineer and the Employer. The Contractor shall direct all his liaison efforts with the local communities through the appointed officer. The Contractor shall, however, accept the appointed as part of his management personnel.

C 11.01 Duties of the Project Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:00 and 18:00 and at other times as the need arises. His/Her normal working day will extend from 07:00 in the morning until 18:00 in the afternoon.
- (ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He/She will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the Contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison in a format prescribed by the Engineer.

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C 11.02 Payment for the project liaison officer

A special pay item is incorporated in section 1200 of the Bill of Quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the PLO shall be determined jointly by the Contractor, Engineer and Employer.

C 11.03 Period of employment of the project liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the Contractor, Engineer and Employer.

C 12 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for as relevant, be deemed to be included in the rates tendered for in Section 1300 of the Bill of Quantities.

Item	Unit
C12.01 Remuneration of the Project Liaison Officer and members of the Project Liaison committee:	
(a) Project Liaison Officer(s)	Prime cost (PC) sum
(b) Project Liaison Committee	Prime cost (PC) sum
(c) Contractor's charge to allow for handling costs and profit in respect of subitem C12.01(a) and (b)	percentage (%)

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Payment under the Prime cost (PC) sum provided in subitem C12.01(a) and (b) to cover the employment and remuneration of the Project Liaison Officer(s) and the attendant members of the Project Liaison Committee established by the Contractor, shall be effected in accordance with the provisions of Clause 6.6 of the General Conditions of Contract.

The tendered percentage in subitem C12.01(c) is the percentage of the amount actually spent under subitem C12.01(a) and (b) that will be paid to the Contractor in full compensation for the Contractor's handling costs and profit in respect of the employment and remuneration of the Liaison Officer(s) and Liaison Committee.

PART D: PROVISION OF STRUCTURED TRAINING

CONTENTS

D 01 SCOPE

This specification covers the requirements for the provision of the following training:

- (a) Specified structured training to selected members of the workforce and small, medium and micro enterprises (SMME's) by an approved Training Service Provider as accepted by the Employer.
- (b) Additional training deemed necessary by the Contractor, to members of the workforce and small, medium and micro enterprises (SMME's).

D 02 INTERPRETATIONS

D 02.01 Supporting documents

The tender rules, conditions of contract, standard, supplementary and specific specifications and project specifications and drawings shall *inter alia* be read in conjunction with this specification.

D 02.02 Application

The provisions of this specification shall apply in respect of all workers and small, medium and micro enterprises other than the Contractor's key personnel, who are engaged on the execution of the works.

D 03 ENGINEERING SKILLS TRAINING

D 03.01 The Contractor shall, from the commencement of the contract, implement a structured training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor, in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, small, medium and micro enterprises engaged thereon, in a programmed and progressive manner. Selected workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

D 03.02 The skills training programme to be implemented by the selected subcontractor shall comply with the following minimum standards:

- (a) Be accredited by the Civil Engineering Training Authority (CETA) or other institutions recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.

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- D 03.03 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:
- (a) The name of the accredited training institution and programme
 - (b) The various aspects of each type of training comprised in the programme
 - (c) The manner in which the training is to be delivered
 - (d) The numbers and details of the trainers to be utilised.
- D 03.04 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional skills training programme, including the following:
- (a) Sufficient skilled, competent and accredited trainers to deliver the additional training programme to workers in accordance with the training programme
 - (b) A suitably furnished venue
 - (c) Transport of the workers as required
 - (d) Tools, equipment, and teaching aids
 - (e) Stationery and all other necessary materials.
- D 03.05 **Selection of candidates**
- (a) Members of the workforce will be selected by the Engineer, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Engineer.
 - (b) The following will be taken into account in the selection of the workers to receive the specified training:
 - i. Previous experience (if any)
 - ii. Previous courses completed (if any)
 - iii. Module specific requirements.
- D 03.06 **Duration of training**
- (a) The Contractor shall allow in his programme for the selected members of the workforce to be engaged in the specified training modules.
 - (b) Provision must also be made by the Contractor for members of the workforce to receive any additional training as provided for by the Contractor.
- D 03.07 All specified skills-related training shall take place only during normal working hours and the Contractor shall ensure that the selected workers are available at the appropriate times to undergo such training.
- D 03.08 Both the selected subcontractor's and the Contractor's additional training programme shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content to suit changing conditions on site and all changes in the Contractor's programme of work.
- D 03.09 The Contractor shall keep comprehensive records of the training given to each worker involved in training as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer.

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D 03.10 Workers shall be remunerated in respect of all time spent undergoing the specified training in terms of Clause D03.02, at the minimum specified wage as per BCCEI.

D 03.11 Use of workers

The Contractor shall, in so far as it is reasonably feasible take due cognisance of the nature of the works to be executed at any given time, and use trained workers on those aspects of the works for which they have been trained.

D 04 GENERIC TRAINING

D 04.01 The Contractor shall, from the commencement of the contract, implement a structured progressive training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor. Selected workers shall be trained progressively throughout the duration of the contract.

D 04.02 The generic training programme is to be implemented by a training subcontractor to be nominated by the Engineer, upon the instruction of the Employer's Capex Programme Manager.

D 04.03 The Contractor shall provide with his tender, full details of any additional recognised and in-house training viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

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

D 04.04 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional generic training programme, including the following:

- (a) A suitably furnished venue
- (b) Transport of the workers as required
- (c) Tools, equipment, and teaching aids
- (d) Stationery and all other necessary materials.

D 04.05 All generic training shall take place outside of normal working hours.

D 04.06 The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.

D 04.07 The Contractor shall keep comprehensive records of the training given to each worker involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course provided by the Contractor each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

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D 04.08 No remuneration in respect of time spent undergoing training in terms of this Clause will be made to any of the workers.

D 05 ENTREPRENEURIAL SKILLS TRAINING

- D 05.01 Training needs assessments of the Contractor and his sub-contractors will be undertaken during the course of the Contract by a sub-contractor to be nominated by the Engineer, on the instruction of the Employer's Capex Programme Manager. The training needs assessments shall have as their focus contractor development, and shall identify needs for business development, business management and technical construction management skills. Such training needs may be identified in personnel both in the permanent employ of the Contractor and/or his sub-contractors, as well as temporary employees thereof.
- D 05.02 Once the needs assessments have been completed, training to meet the needs identified in the assessment phase will be provided, again by a sub-contractor to be nominated by the Engineer, upon the instruction of the Employer's Capex Programme Manager.
- D 05.03 The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating personnel and subcontractors regarding attendance and participation therein.
- D 05.04 The Contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.
- D 05.05 Following completion of the structured training, members of small, medium and micro contractors/subcontractors that have demonstrated understanding of and competence in the training material are to be appropriately certified by the accrediting body.
- D 05.06 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:
- (a) The name of the training institution and programme
 - (b) The various aspects of each type of training comprised in the programme
 - (c) The manner in which the training is to be delivered
 - (d) The numbers and details of the trainers to be utilized.
- D 05.07 The Contractor shall be responsible for the provision of the necessary items for the delivery of the entrepreneurial training programme, including the following:
- (a) A suitably furnished venue
 - (b) Transport of the subcontractors as required
 - (c) Tools, equipment, and teaching aids
 - (d) Stationery and all other necessary materials.
- D 05.08 All specified entrepreneurial training shall take place within normal working hours.
- D 05.09 The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.

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D 05.10 The Contractor shall keep comprehensive records of all training given to personnel and subcontractors involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

D 05.11 No remuneration in respect of time spent undergoing specified training in terms of this Clause will be made to any of the subcontractors.

D 06 MEASUREMENT AND PAYMENT

D 06.01 Basic principles

(a) General

Measurement and payment for all work executed in terms of this contract shall be measured and paid for in accordance with the principles set out in Clause D 06.02 of the project specifications, irrespective of whether the work is executed as an integral part of the provision of training in terms of this specification.

(b) Training

The Contractor shall only be reimbursed for the amounts actually paid by the Contractor to the selected subcontractors appointed as directed by the Employer, in execution of the Engineer's written instruction, plus a percentage as tendered to cover all his charges and profits.

D 06.02 Scheduled items

Payment items are included in the Bill of Quantities under Section 1200 for the provision of the specified training by selected subcontractors only. Any additional training as viewed by the Contractor to be necessary shall be viewed to be included under Section 1300 and shall not be paid for separately.

Item	Unit
-------------	-------------

D 06.03 Training:

- | | |
|--|-----------------|
| (a) Technical skills..... | Provisional Sum |
| (b) Generic skills | Provisional Sum |
| (c) Training venue | Provisional sum |
| (d) Contractor's handling costs, profit and all other charges in respect of subitems D 06.03(a),(b) and (c): | |
| (i) Technical skills..... | percentage (%) |
| (ii) Generic skills | percentage (%) |
| (iii) Training venue | percentage (%) |
| (e) Training allowance paid to targeted labour i.r.o. formal training(equal to pay for 1 day of task) | person days |
| (f) Extra over (e) for the administration of payment of training allowances to targeted labour. | person days |

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- (g) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity of the site. Provisional Sum
- (h) Contractor's handling costs, profit and all other charges in respect of subitem (g)percentage (%)

Payment under subitems D 06.03(a) and (b) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the General Conditions of Contract.

The provisional sum for subitem D 06.03 (c) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationery, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the provisional sum shall be made in accordance with the provisions of the General Conditions of Contract:

The percentages tendered for subitem D 06.03 (d) shall be the percentages of the amounts actually reimbursed to the Contractor under subitems D 06.03 (a), (b) and (c) and shall be in full and final compensation in respect of the Contractor's handling costs, profit, mentoring, record keeping, reporting and all other charges in connection with providing the services.

Payment under subitem D 06.03 (e) shall be the actual sum paid to workers undergoing training. The Contractor will be reimbursed directly for his administrative costs under subitem D 06.03 (f).

Payment under subitems D 06.03(g) shall be the amount actually paid for transporting the labourers to the training venue and shall be made in accordance with the provisions of the General Conditions of Contract.

The percentages tendered for subitem D 06.03 (h) shall be the percentage of the amount actually reimbursed to the Contractor under subitem D 06.03 (g) and shall be in full and final compensation in respect of the Contractor's handling costs, profit and all other charges in connection with providing the transport.

PART E : HEALTH AND SAFETY SPECIFICATION

E01 OCCUPATIONAL HEALTH AND SAFETY

E02 SCOPE

This part of the specification has the objective to assist the principal contractor entering into a contract with The Employer, to comply with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) (OH&S) **and Construction Regulations to the Act as amended in 2014**. Compliance with this document does not absolve the principal contractor from complying with minimum legal requirements and the principal contractor remains responsible for the health and safety of his employees and those of his Mandataries. Principal and other contractors should, therefore, insist that this part of the specification form part of any contract that he may have with other contractors and/or suppliers.

This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that principal contractors and other contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health.

E03 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

E03.1 Hazard Identification and Risk Assessment (Construction Regulation 9, 2014)

E03.1.1 Risk Assessments

Paragraph E05 contains a generic list of risk assessment headings that have been identified by The Employer as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to contractors intending to tender.

E03.1.2 Development of Risk Assessments

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 7(1), 2014.

The risk assessment shall include, at least:

the identification of the risks and hazards to which persons may be exposed

- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan and
- a review plan

Based on the risk assessment, the principal contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to The Employer before construction on site commences. Despite the risk assessments listed in paragraph E05,

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the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline risk assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments

All variations to the scope of work shall similarly be subjected to a risk assessment process.

E03.1.2 Review of Risk Assessment

The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor shall provide The Employer, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph E03.1.2.

E03.1.3 Legal Requirements

A principal contractor shall, as a minimum, comply with:

The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to date copy of which shall be available on site at all times.

- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.

Where work is being carried out on a “mine”, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

E03.2 Structure and Responsibilities

E03.2.1 Overall Supervision and Responsibility for OH&S

It is a requirement that the principal contractor, when he appoints contractors (Subcontractors) in terms of Construction Regulations 7(1)(a - g), 7(2)(a - e), 7(3)(4)(5)(6)(7)(8) includes in his agreement with such Contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatary”
- OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his/their respective appointment forms.

E03.3.2 Further (Specific) Supervision Responsibilities for OH&S

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note that it is a generic list only and is intended for use as a guideline.

Ref. Section/Regulation in OHS Act

Batch Plant Supervisor	(Construction Regulation 8(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 23)
Demolition Supervisor	(Construction Regulation 14)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 23)
Electrical Installation and Appliances Inspector	(Construction Regulation 24)

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Emergency/Security/Fire Coordinator	(Construction Regulation 29)
Excavation Supervisor	(Construction Regulation 13)
Explosive Powered Tool Supervisor	(Construction Regulation 21)
Fall Protection Supervisor	(Construction Regulation 10)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 29)
Formwork & Support work Supervisor	(Construction Regulation 12)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 22)
Materials Hoist Inspector	(Construction Regulation 19)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 8(5))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 16)
Stacking & Storage Supervisor	(Construction Regulation 28)
Structures Supervisor	(Construction Regulation 11)
Suspended Platform Supervisor	(Construction Regulation 17)
Tunnelling Supervisor	(Construction Regulation 15)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 26)
Welding Supervisor	(General Safety Regulation 9)

In addition, The Employer requires that a Traffic Safety Officer be appointed. The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of appointments shall be submitted to The Employer. All changes shall also be communicated to The Employer.

The principal contractor shall, furthermore, provide The Employer with an organogram of all contractors that he has appointed or intends to appoint and keep this list updated and prominently displayed on site. Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a competent construction safety officer.

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E03.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7) OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

E03.3.4 Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a checklist and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

E03.3.5 Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

E03.4 Administrative Controls and the Occupational Health & Safety File

E03.4.1 The OH&S File (Construction Regulation 7 (1b) of 2014)

As required by Construction Regulation 7(1b), the principal Contractor and other Contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 4)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID Insurer (Construction Regulation 4 (g))
- OH&S plan agreed with the Client including the underpinning risk assessment/s and method statements (Construction Regulation 7 (1a))
- Copies of OH&S committee and other relevant minutes
- Designs/drawings (Construction Regulation 7 (1e))
- A list of Contractors (sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 7)
- Appointment/designation forms as per paragraphs E03.1.1 and E03.1.2.
- Registers as follows:
 - Accident/Incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register - Asbestos demolition and stripping register
 - Batch plant inspections
 - Construction vehicles and mobile plant inspections by controller
 - Daily inspection of vehicles, plant and other equipment by the operator/driver/user
 - Demolition inspection register
 - Designer's inspection of structures record
 - Electrical installations, -equipment and -appliances (including portable electrical tools)
 - Excavations inspection
 - Explosive powered tool inspection, maintenance, issue and returns register (incl.

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cartridges and nails)

- Fall protection inspection register
- First aid box contents
- Fire equipment inspection and maintenance
- Formwork and support work inspections
- Hazardous chemical substances record
- Ladder inspections
- Lifting equipment register
- Materials hoist inspection register
- Machinery safety inspection register (incl. machine guards, lock-outs etc.)
- Scaffolding inspections
- Stacking and storage inspection
- Inspection of structures
- Inspection of suspended platforms
- Inspection of tunnelling operations
- Inspection of vessels under pressure
- Welding equipment inspections
- Inspection of work conducted on or near water
- All other applicable records including traffic safety officer reports.

The Employer will conduct an audit on the OH&S file of the principal contractor from time-to-time.

E03.5 Notification of Construction Work (Construction Regulation 4, 2014)

The principal contractor shall, where the contract meets the requirements laid down in Construction Regulation 4, 7 days before works is carried out 3, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to The Employer for record keeping purposes.

E03.6 Training and Competence

The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractors' personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

E03.7 Consultations, Communication and Liaison

OH&S liaison between the client, the principal contractor, and the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph E03.3.5. In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their supervisors, OH&S representatives and the OH&S committee. The principal contractor shall be responsible for the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or his agent, exchange of information between contractors, the reporting of hazardous/dangerous conditions/situations etc. The principal contractors' most senior manager on site shall be required to attend all OH&S meetings.

E03.8 Checking, Reporting and Corrective Actions

E03.8.1 Monthly Audit by Client (Construction Regulation 5(1)(n-o))

The Employer will conduct monthly audits to comply with Construction Regulation 5(1)(n-o) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S plan.

E03.8.2 Other Audits and Inspections by The Employer

The Employer reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

E03.8.3 Contractor's Audits and Inspections

The principal contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S management system as well as of with this specification.

E03.8.4 Inspections by OH&S Representative's and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

E03.8.5 Recording and Review of Inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

E03.9 Accidents and Incident Investigation (General Administrative Regulation 9)

The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register listed in paragraph E03.4.1.

The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

E03.10 Reporting

The principal contractor shall provide The Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

E04 OPERATIONAL CONTROL

E04.1 Operational Procedures

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

- to be conversant with Regulations 8 to 29 (inclusive);
- to comply with their provisions; and

- to include them in his OH&S plan where relevant.

E04.2 Emergency Procedures

Simultaneous with the identification of operational procedures (per paragraph E04.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.

E04.3 Personal and Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in a hazardous environment.

It is a further requirement that the contractor maintains the said equipment that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s. Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non - conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

E04.4 Other Regulations

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g Construction Regulation 24: Electrical Installations and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.

E04.5 Public Health and Safety (Section 9 of the OH&S Act)

The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers-by to the site

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E05 PROJECT/SITE SPECIFIC REQUIREMENTS

E05.1 List of Risk Assessments

- Clearing and Grubbing of the area/site
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- Dealing with existing structures
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes and lightning
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Welding including - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading and offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in trenches

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- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation.

E 06 COVID-19 REQUIREMENTS

E 06.01 OHS Plan

OHS plan shall be developed in order to give goals and guiding principles to prevent and slow down the spreading of COVID-19 virus from one person to another at our work place. To consider how best to decrease the spread of COVID-19 and lower the impact at workplace. This may include activities in one or more of the following areas:

- Reduce transmission among employees,
- Maintain healthy business operations, and
- Maintain a healthy work environment

E 06.02 Occupational Health & Safety Policy

The Principal Contractor shall submit a COVID -19 Policy signed by its Chief Executive Officer. The Policy should outline the Employer's objectives as well as how they will be achieved and implemented by the Employer.

E 06.03 Health and Safety Induction/Training

The Principal Contractor shall ensure that all site personnel undergo COVID-19 induction/ training session before any worker starts work. A record of attendance shall be kept in the health & safety file.

E 06.04 Responsibilities of the Employees

The Contractor must request every one of their employees to help with prevention efforts while at work. In order to minimize the spread of COVID-19 at the jobsites, everyone must play their part. As set forth below, the Company must institute various housekeeping, social distancing, and other best practices at the jobsites. All employees must follow these steps. In addition, employees are expected to report to their managers or supervisors if they are experiencing signs or symptoms of COVID-19, as described below. If they have a specific question about the Plan or COVID-19, they must ask site manager or supervisor.

The World Health Organization (WHO) have provided the following control and preventative guidance for all workers, regardless of exposure risk:

- Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 70% alcohol.
- Avoid touching your eyes, nose, or mouth with unwashed hands.
- Follow appropriate respiratory etiquette, which includes covering for coughs and sneezes.
- Avoid close contact with people who are sick.

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In addition, employees must familiarize themselves with the symptoms of COVID-19, which include the following:

- Coughing.
- Fever.
- Shortness of breath, difficulty breathing; and
- Early symptoms such as chills, body aches, sore throat, headache, diarrhoea, nausea/vomiting, and runny nose.

If you develop a fever and symptoms of respiratory illness, such as cough or shortness of breath, DO NOT GO TO WORK and call your supervisor and healthcare provider right away. Likewise, if you come into close contact with someone showing these symptoms, call your supervisor and healthcare provider right away.

E 06.05 Emergency Procedures

The Principal contractor must prepare a detailed Emergency Procedure for COVID- 19 on site.

E 06.06 Site Access Points

- Ad-hoc visitors to sites or offices are to be denied access.
- A strict visitor access control policy to be implemented for all sites or offices, which should include application, pre-screening procedures (including a medical and travel history questionnaire), and authorisation procedures.
- All individuals will be required to wash their hands with a hand sanitiser or soap and water, before and immediately after using a fingerprint reader such as those used for access control.
- Introduce staggered start times or multiple access points to reduce congestion.
- Have in place safety representatives equipped with the necessary PPE to ensure adequate distancing between workers (2m) is enforced at access points.
- No breathalysers are to be used. Should an individual display suspected intoxication, alternative methods of testing will be considered.
- Entrances to offices and sites must have a hand washing facility and all individuals entering and exiting the site must wash their hands - alternatively hand sanitiser must be provided.
- Hand washing technique posters shall be displayed near the hand wash area.
- A fever screening process will be implemented at all site access points.
- Visitor registers at entry points will be completed by the security guard and not by the visitor.
- Security guards will wash their hands every time they use the visitors register and pen.

E 06.07 PPE

In addition to regular PPE for workers engaged in various tasks (fall protection, hard hats, hearing protection), the Company must also provide:

- Gloves: Gloves should be worn at all times while on-site. The type of glove worn should be appropriate to the task. If gloves are not typically required for the task, then any type of glove is acceptable, including latex gloves. Employees should avoid sharing gloves.
- Respirator: FFP3 or N95 masks to be worn by all Employees during operations.
- Eye protection: Eye protection should be worn at all times while on-site.
- Keep dust down by using engineering and work practice controls, specifically through the use of water delivery and dust collection systems.
- Limit exposure time to the extent practicable.
- Isolate workers in dusty operations by using a containment structure or distance to limit dust exposure to those employees who are conducting the tasks, thereby protecting nonessential workers and bystanders.

E 06.08 Jobsite Exposure Situations

E 06.08.01 Employee Exhibits COVID-19 Symptoms

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If an employee exhibits COVID-19 symptoms, the employee must remain at home until he or she is symptom free for 72 hours (3 full days) without the use of fever-reducing or other symptom-altering medicines (e.g., cough suppressants). The Company must similarly require an employee who reports to work with symptoms to return home until he or she is symptom free for 72 hours (3 full days). To the extent practical, employees are required to obtain a doctor's note clearing them to return to work.

E 06.08.02 Employee Tests Positive for COVID-19

An employee who tests positive for COVID-19 must be directed to self-quarantine away from work. Employees that test positive and are symptom free may return to work when at least seven days have passed since the date of his or her first positive test, and have not had a subsequent illness. Employees who test positive and are directed to care for themselves at home may return to work when: (1) at least 72 hours (3 full days) have passed since recovery;³ and (2) at least seven (7) days have passed since symptoms first appeared.

Employees who test positive and have been hospitalized may return to work when directed to do so by their medical care providers. The Company must require an employee to provide documentation clearing his or her return to work.

E 06.08.03 Employee Has Close Contact with an Individual Who Has Tested Positive for COVID-19

Employees who have come into close contact with an individual who has tested positive for COVID-19 (co-worker or otherwise) will be directed to self-quarantine for 14 days from the last date of close contact with that individual. Close contact is defined as six (6) feet for a prolonged period of time.

If the Company learns that an employee has tested positive, the Company will conduct an investigation to determine co-workers who may have had close contact with the confirmed-

positive employee in the prior 14 days and direct those individuals who have had close contact with the confirmed-positive employee to self-quarantine for 14 days from the last date of close contact with that employee. If applicable, the Company will also notify any sub-contractors, vendors/suppliers or visitors who may have had close contact with the confirmed-positive employee. If an employee learns that he or she has come into close contact with a confirmed-positive individual outside of the workplace. Manager or supervisor of the close contact and self-quarantine for 14 days from the last date of close contact with that individual.

E 06.09 OSHA RECORDKEEPING

If a confirmed case of COVID-19 is reported, the Company must determine if it meets the criteria for recordability and reportability under OSHA's recordkeeping rule. OSHA requires construction employers to record work-related injuries and illnesses that meet certain severity criteria on the OSHA 300 Log, as well as complete the OSHA Form 301 (or equivalent) upon the occurrence of these injuries. For purposes of COVID-19, OSHA also requires employers to report to OSHA any work-related illness that (1) results in a fatality, or results in the in-patient hospitalization of one or more employee. "In-patient" hospitalization is defined as a formal admission to the in-patient service of a hospital or clinic for care or treatment.

OSHA has made a determination that COVID-19 should *not* be excluded from coverage of the rule – like the common cold or the seasonal flu – and, thus, OSHA is considering it an "illness." However, OSHA has stated that only confirmed cases of COVID-19 should be considered an

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illness under the rule. Thus, if an employee simply comes to work with symptoms consistent with COVID-19 but is not a confirmed diagnosis, the record ability analysis is not necessarily triggered at that time.

If an employee has a confirmed case of COVID-19, the Company must conduct an assessment of any workplace exposures to determine if the case is work-related. Work-relatedness is presumed for illnesses that result from events or exposures in the work environment, unless it meets certain exceptions. One of those exceptions is that the illness involves signs or symptoms that surface at work but result solely from a non-work-related event or exposure that occurs *outside* of the work environment. Thus, if an employee develops COVID-19 *solely* from an exposure outside of the work environment, it would not be work-related, and thus not recordable.

The Company's assessment must consider the work environment itself, the type of work performed, the risk of person-to-person transmission given the work environment, and other factors such as community spread. Further, if an employee has a confirmed case of COVID-19 that is considered work-related, the Company will report the case to OSHA if it results in fatality within 30 days or an in-patient hospitalization within 24-hours of the exposure incident.

E 06.10 CONFIDENTIALITY/PRIVACY

Except for circumstances in which the Company is legally required to report workplace occurrences of communicable disease, the confidentiality of all medical conditions will be maintained in accordance with applicable law and to the extent practical under the circumstances. When it is required, the number of persons who will be informed that an unnamed employee has tested positive will be kept to the minimum needed to comply with reporting requirements and to limit the potential for transmission to others. The Company reserves the right to inform other employees that an unnamed co-worker has been diagnosed with COVID-19 if the other employees might have been exposed to the disease so the employees may take measures to protect their own health. The Company also reserves the right to inform sub-contractors, suppliers or visitors that an unnamed employee has been diagnosed with COVID-19 if they might have been exposed to the disease so those individuals may take measures to protect their own health.

E 06.11 COVID-19 CHECKLIST FOR EMPLOYERS AND EMPLOYEES

E 06.11.01 Know the Symptoms of COVID-19

Coughing, fever, shortness of breath, and difficulty breathing.

Early symptoms may include chills, body aches, sore throat, headache, diarrhoea, nausea/vomiting, and runny nose. If you develop a fever and symptoms of respiratory illness, **DO NOT GO TO WORK** and call your supervisor and health-care provider immediately. Do the same thing if you come into close contact with someone showing these symptoms.

E 06.11.02 Employer Responsibilities

- Conduct safety meetings (toolbox talks) by phone if possible. If not, instruct employees to maintain 6-feet between each other. The foreman/supervisor will track attendance verbally rather than having employees sign an attendance sheet.
- Access to the job site and work trailer will be limited to only those necessary for the work.

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- All visitors will be pre-screened to ensure they are not exhibiting symptoms.
- Employees, contractors, and visitors will be asked to leave the jobsite and return home if they are showing symptoms.
- Provide hand sanitizer and maintain Safety Data Sheets of all disinfectants used on site.
- Provide protective equipment (PPE) to any employees assigned cleaning/disinfecting tasks.

E 06.11.03 Employee Responsibilities

- Become familiar with the COVID-19 health and safety Plan and follow all elements of the Plan.
- Practice good hygiene: wash hands with soap and water for at least 20 seconds. If these are not available, use alcohol-based hand rub with at least 70% alcohol. Avoid touching your face, eyes, food, etc. with unwashed hands.

E 06.11.04 Cleaning/Disinfecting Job Sites and Other Protective Measures

- Clean and disinfect frequently used tools and equipment on a regular basis. This includes other elements of the jobsite where possible. Employees should regularly do the same in their assigned work areas.
- Clean shared spaces such as trailers and break/lunchrooms at least once per day.
- Disinfect shared surfaces (door handles, machinery controls, etc.) on a regular basis.
- Avoid sharing tools with co-workers. If not, disinfect before and after each use.
- Arrange for any portable job site toilets be cleaned by the leasing company at least twice per week and disinfected on the inside.
- Trash collected from the jobsite must be changed frequently by someone wearing gloves.

E 06.11.05 Personal Protective Equipment and Alternate Work Practice Controls

- Provide and wear the proper PPE.
- Keep the dust down by using engineering and work practice controls, specifically through the use of water delivery and dust collection systems.

E 06.12 COVID-19 RISKS AND MITIGATION

Construction sector operates in a highly regulated environment. It is already administrated through the Occupational Health and Safety Act no 85 of 1993 and the Construction Regulations 2014. Many employer federations have their own occupational health and safety committees consistently advising members on matters of occupational health and safety. Health and Safety Officers are a permanent feature on Construction Sites responsible for monitoring compliance with regulations, both on the site and upon entry to any site.

Below are key health and safety measures the Contractor will ensure are in place post opening of site:

- Keeping subcontracts informed of all new safety related legislations.
- Constant Health and safety presentations and safety committee meeting.
- Inform industry and the DOL (department of labour) of relevant incident/accident statistics including costs and recommend preventative action.
- Submission of relevant reports required from the department etc.

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E 06.14 COVID-19 RISKS AND MITIGATION PLANS

Despite having and complying with the occupational health and safety laws and regulations, the company will put additional measures in place to ensure the health and safety of employees on sites. Below are some of the identified risks and mitigation plans to be implemented by the Contractor.

Risk	Mitigation plan/action	Responsibility
Travelling to work – public transport – exposure to the virus	• Office support staff to remain working from home • Contractors to transport staff from a designated place • Where not possible to avoid, use of public transport to comply with the transport limitations • Provide employees with information on the virus and precautions to take during travel ie: – If possible, maintain social distancing (at least 2 m) between yourself and anyone else when travelling – Frequently clean hands by using alcohol-based hand rub or soap and water – Avoid touching eyes, nose or mouth – Always wear a suitable face mask – Cancel travel for employees experiencing symptoms of the virus Regular testing of body temperature	Contractor
Site access by non- employees	• Office support staff to remain working from home • Stop all non-essential visitors. • All employees and non-employees to be screened with non-contact thermometers. • Body temperature check with thermometer upon employee's arrival as well as departure. • Introduce staggered start and finish times to reduce congestion and contact at all times. • Take body temperature of anybody stepping on or stepping off site • Monitor site access points to enable social distancing • Change the number of access points, either increase to reduce congestion or decrease to enable monitoring. • Disinfectant is to be placed in the trough and all shoes coming onto site or leaving site will be disinfected. • Remove or disable entry systems that require skin contact e.g. fingerprint scanners or biometric system. • Require all workers to wash or clean their hands before entering or leaving the site. • Allow plenty of space (two metres) between people waiting to enter site.	Contractor

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Poor Personal Hygiene on sites	• Provide additional handwashing facilities to the usual welfare facilities if a large spread out of site or significant numbers of personnel on site. • Provide misting hand sanitizers in all strategic places on site. • Ensure soap and fresh water is always readily available and kept topped up. • Provide hand sanitiser where hand washing facilities are unavailable. • Regularly clean the hand washing facilities and check soap and sanitiser levels. • Provide suitable and enough rubbish bins for hand towels with regular removal and disposal. • Sites to have extra supplies of soap, hand sanitiser and paper towels and these will be • securely stored.	Contractor and Employees. Applicable in part to Off Site Office based work being done by Professional service
Unhygienic facilities such as offices, toilets, canteens etc.	Toilets: - Restrict the number of people using toilet facilities all the time. - Employees to wash hands before and after using the facilities. - Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush. - Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently. - Provide suitable and enough rubbish bins for hand towels with regular removal and disposal. Offices and canteens: - The workforce should also be required to stay on site once they have entered it and not use local shops. - Dedicated eating areas should be identified on site to reduce food waste and contamination. - Break times should always be staggered to reduce congestion and contact. - Hand cleaning facilities or hand sanitiser should be available at the entrance of any room where people eat and should be used by workers when entering and leaving the area. - The workforce should be asked to bring pre-prepared meals and refillable drinking bottles from home - Where catering is provided on site, it should provide pre-prepared and wrapped food only. - Payments should be taken by contactless card wherever possible. - Where only cash can be used, the usual hands cleaning and with sanitizers and soap should be observed. - Crockery, eating utensils, cups etc. should not be used. - Drinking water should be provided with enhanced	Contractor and Employees

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	cleaning measures of the tap mechanism introduced. – Tables should be cleaned between each use. – All rubbish should be put straight in the bin and not left for someone else to clear up. – All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices	
Ventilation	Increase ventilation in enclosed spaces	Contractor
Site Meetings	– Only necessary meeting participants should attend. – Attendees should be two metres apart from each other. – Rooms should be well ventilated / windows opened to allow fresh air circulation. – Consider holding meetings in open areas where possible.	Contractor
Tracing of infected employees	– The necessary systems will be implemented to trace employees that are infected. – The system will also enable the tracing, identification and quarantining of people who came into contact with the infected employee. – employee.	Contractor and Consultant (through Government)

E 06.15 CONCLUSIONS

The effects of COVID-19 are dire and pose a huge risk not only to the construction sector but also to our economy. Where we see a possibility to save the sector, its people and its developmental role in our society, such opportunity need not be missed. Post COVID-19 the South African construction sector an integral, globally revered and vibrant part of the South African economy will face a myriad of challenges which has indeed brought it to its lowest point in its history. If nothing is done to revitalize this sector, we will find ourselves having to import the skills and knowledge for the future development of our infrastructure at significantly higher costs, something we can ill afford to allow to happen.

COVID-19 should not be allowed to destroy the construction sector, hence the industry after careful consideration, is committed to working with government towards ensuring that a returning to work will achieve the envisioned economic growth and not play a role in reversing the substantial gains that the county has made in controlling and managing the spread.

E 07 MEASUREMENT AND PAYMENT

E 07.1 Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation,

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presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

All of the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall be deemed to be included in the rates tendered for the items of work listed below.

Item	Unit
E 07.01 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

Item	Unit
E 07.02 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item E 06.01 has been made.

Item	Unit
E 07.03 Submission of the Health and Safety File	Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

PART F: HIV/AIDS SPECIFICATION

CONTENTS

F 01 SCOPE

- F 01.01 This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:
- F 01.02 Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections, and the closest health service providers.
- F 01.03 Informing Workers of their rights with regard to HIV/AIDS in the workplace.
- F 01.04 Providing Workers with access to condoms and other awareness material that will enable construction Workers to make informed decisions about sexual practices.

F 02 DEFINITIONS AND ABBREVIATIONS

F 02.01 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works and Roads as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops presented by a Service Provider, which has been approved by the Representative/Agent.

Worker: Persons in the employ of the Contractor or under the direction or supervision of the Contractor or any of his sub-contractors, who are on site for a minimum period of 30 days in all.

F 02.02 Abbreviations

HIV	:	Human Immunodeficiency Virus.
AIDS	:	Acquired Immune Deficiency Syndrome.
STI	:	Sexually Transmitted Infection.

F 03 BASIC METHOD REQUIREMENT

- F 03.01 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.
- F 03.02 The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regards to HIV/AIDS awareness. The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the

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Department's Tender Committee, the Contractor shall make available an appropriate venue that will be conducive to education and training.

F 03.03 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- (a) The nature of the disease;
- (b) How it is transmitted;
- (c) Safe sexual behaviour;
- (d) Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- (e) Attitudes towards other people with HIV/AIDS;
- (f) Rights of the Worker in the workplace;
- (g) How the awareness champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively;
- (h) How the Service Provider will support the awareness champion;
- (i) Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- (j) How the workshops will be presented, including frequency and duration;
- (k) How the workshops will fit in with the construction programme;
- (l) How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- (m) How the video will be used;
- (n) How the Service Provider will elicit maximum participation from the Workers;
- (o) A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

F 04 HIV/AIDS AWARENESS EDUCATION AND TRAINING

F 04.01 Workshops

The Contractor shall ensure that all the Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

F 04.02 Recommended practice

Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a next session.

An attendance register should be kept by the Service Provider at every workshop and should be handed to the Department's Project Manager on a monthly basis together with Process Indicator Forms.

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Service Providers

A data base of recommended Service Providers is available from the Department of Public Works, Private Bag X65, Pretoria, 0001, located at the Central Government Offices, corner of Bosman and Vermeulen Streets, Pretoria and at all Public Works Regional Offices.

HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met:

(a) UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

(b) UNIT 2: Transmission of the HI virus

After studying and understanding this unit the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids you will find the HI virus.
2. Describe how HIV/AIDS can be transmitted.
3. Demonstrate your ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

(c) UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus to enter the blood stream.

Assessment Criteria:

1. Report on how you could minimise your risk of HIV/AIDS infection.
2. Report on precautions that can be taken to prevent HIV/AIDS infection.
3. Explain or demonstrate how to use a male and female condom.
4. List of factors that could jeopardize the safety condoms provide against HIV/AIDS transmission.

(d) UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling.

Assessment Criteria:

1. Describe kinds of testing for HIV/AIDS infection.
2. Report on why voluntary testing is important.
3. Report on why pre- and post-test counselling is important.

(e) UNIT 5: Living with HIV/AIDS

After studying and understanding this unit the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS.
2. Describe nutritional needs of people living with HIV/AIDS.
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS.
4. Explain the need of counselling and support to people living with HIV/AIDS.

(f) UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child.
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS.
4. Describe post exposure prophylactics.

(g) UNIT 7: The rights and responsibilities of Workers in the workplace with regards to HIV/AIDS

After studying and understanding this unit the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non- discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace.
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace.
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

F04.03 Displaying of plastic laminated posters and distribution of information booklets

- (a)** The Contractor shall obtain a set of four posters conveying different key messages, and information booklets from the Construction Industry Development Programme Unit (CIDP), Room A520 located in the Central Government Offices, corner of Bosman and Vermeulen

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Streets, Pretoria or at all Regional Offices of the Department of Public Works. The postal address is the Department of Public Works, Private Bag X65, Pretoria, 0001.

- (b) The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.
- (c) Posters or display stands shall be displayed on site as soon as possible but not later than 14 days after the date of site hand over.
- (d) Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.
- (e) The posters on display should always be intact, clear and readable.
- (f) Information booklets must be distributed to all Workers as soon as possible but not later than 14 days after site hand over, or as soon as the Worker joins the site.

F05 PROVIDING WORKERS WITH ACCESS TO CONDOMS

- F05.01 The Contractor shall provide and maintain condom dispensers and make both male and female condoms complying with the requirements of SANS 4074:2003 available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the local clinic or the Department of Health.
- F05.02 At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary to ensure that condoms are available within 14 days of site hand over.
- F05.03 Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

F06 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

- F06.01 The Contractor shall provide the Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics should be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

F07 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

- F07.01 Within 14 days of site hand over the Contractor shall appoint an Awareness Champion, from, amongst the Workers, who speaks and understands all the languages spoken by the Workers and he/she shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive way.

The Awareness Champion shall be responsible for:

- (a) Liaising with the Service Provider on organising awareness workshops;
- (b) Filling condom dispensers and monitoring condom distribution;
- (c) Handing out information booklets;
- (d) Placing and maintaining posters

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F08 MONITORING

- F08.01 The Contractor shall grant to the Representative/Agent reasonable access to the construction site in order to conduct unannounced site visits in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.
- F08.02 The Representative/Agent shall conduct the site visits with the least possible disruption to the Contractor's daily routine.
- F08.03 Contractors must report problems that they experience in implementing the HIV/AIDS requirements to the Representative/Agent.
- F08.04 A SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.
- F08.05 A SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager through the Representative/Agent.
- F08.06 The Contractor shall, at the end of the contract, complete and submit a close out programme report CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C).

F09 MEASUREMENT AND PAYMENTS

- F09.01 It is required of tenderers to thoroughly study the HIV/AIDS Specifications of the Department that must be read together with and is deemed to be incorporated in the Bill of Quantities. Provision for pricing of HIV/AIDS awareness must be made under Item E10.01 hereafter and it is explicitly pointed out that all requirements of the aforementioned specifications are deemed to be priced hereunder as the said item represents the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.
- F09.02 Contractor should take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the Representative /Agent, notwithstanding the provisions of any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Item	Unit
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F10.01	HIV AIDS Awareness obligations.....	Lump Sum
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The tendered lump sum shall be in full compensation for the Contractor providing an approved selected service provider to comply with the requirements and conditions of the Department's HIV/AIDS Specifications, including the workshop education and training within an HIV/AIDS Awareness programme and the Contractor's handling costs, profit, record keeping, reporting and all other charges in connection with providing the HIV/AIDS Awareness programme.

Payment under item F10.01 will be made as follows:

80% of the amount will be paid once the service provider has complied with the requirements and conditions of the Department's HIV AIDS Specifications, including the workshop education and training within an HIV/AIDS Awareness programme.

The outstanding 20% will be paid on completion of the contract, subject to the Contractor's compliance in all respects with the requirements and conditions of the Department's HIV/AIDS Specifications.

PART G: ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

G 01 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the Contractor. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects liability period (maintenance period).

The provisions of this EMP are binding on the Contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Employer in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment. Specifications with which the Contractor shall comply in order to protect the environment from the identified impacts. Actions that shall be taken in the event of non-compliance.

G 02 DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the Contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of:

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

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Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the National Department of Environmental Affairs and Tourism, (NDEAT), that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

Listed in the table below are some of the references in the COLTO Standard Specifications to environmental related issues.

Description	Reference
Establishment of site offices	1302(a), 1402(e).
Vegetation	5801(b), 5802(b), (c), (d), and (e), 5804, 5805, 5806 and 5807.
Rehabilitation	1302(a) and Sections 5800 and 5900 of the Standard and Project Specifications
Sewage treatment	1402(g) and 1404(a) and Part B of the Project Specifications, clause B1302(a).
Litter	1302(b).
Removal of solid waste	1404(a).
Soil management	3104(a), 5802(a), (g), 5804(a), (b), and (c).
Borrow material	3100. (The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities.)
Discovery of archaeological sites, artefacts or graves	Clause 4.7 of the GCC 2015 General Conditions of Contract.
Graves	
Stockpiled material	3202 and 4306.
Pollution prevention	Subclause 8.1.2 of the GCC 2015 General Conditions of Contract.

G 03 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The Contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the Contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the Contractor shall provide plans and measures for the Engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The Contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 5.6 of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscapes soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The Contractor's attention is drawn, in this regard, to G 08. Environmental Management of Construction Activities.

G 04 LEGAL REQUIREMENTS

G04.01 General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the Contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The Contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

G04.02 Statutory and other applicable legislation

The Contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

G 05 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

G 05.01 Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the Contractor shall submit to the Engineer for approval the appointment of a nominated representative of the Contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the Engineer to make a decision. The Engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the Contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The Engineer will be responsible for issuing instructions to the Contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the Engineer, but not less frequently than once a month.

The Engineer shall have the authority to instruct the Contractor to replace the DEO if, in the Engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

G 05.02 Administration

Before the Contractor begins each construction activity the DEO shall give to the Engineer a written statement setting out the following:

- The type of construction activity.
- Locality where the activity will take place.
- Identification of the environmental aspects and impacts that might result from the activity.
- Methodology for impact prevention for each activity or aspect.
- Methodology for impact containment for each activity or aspect.
- Emergency/disaster incident and reaction procedures.
- Treatment and continued maintenance of impacted environment.
- The Contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the Engineer whenever there is a change or variation to the original.

The Engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the Contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the Contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

G 05.03 Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

G 06 TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The Contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.
- In the case of permanent staff the Contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the Contractor shall inform the Engineer when and how he/she intends concluding his environmental training obligations.

G 07 ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

G 08 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

G 08.01 Site Establishment

G 08.01.01 Site Plan

The Contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the Contractor shall submit to the Engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the Contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in

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close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the Contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the Engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402(e).

G 08.01.02 Vegetation

The Contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

G 08.01.03 Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

G 08.01.04 Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

G 08.01.05 Heating and Cooking fuel

The Contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The Contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

G 08.02 Sewage treatment (impose penalties on solid waste non-conformance)

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the

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site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Engineer. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The Contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer.

G 08.03 Waste Management

The Contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

G 08.03.01 Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer. Disposal of solid waste shall be at a DWS licensed landfill site or at a site approved by DWS in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

G 08.03.02 Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the Contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

G 08.03.03 Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a DWS approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous

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products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the Engineer.

G 08.04 Control at the workshop

The Contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop)

G 08.04.01 Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the Contractor to, and used or worn by, the staff whose duty it is to manage and maintain the Contractor's and his subcontractor's and supplier's plant, machinery and equipment.

G 08.04.02 Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the Engineer.

The Contractor shall provide proof to the Engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the Contractor shall furnish the Engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

G 08.04.03 Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

G 08.04.04 Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

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All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

G 08.05 Clearing the Site

In all areas where the Contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the Engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the Engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The Contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects liability period.

G 08.06 Soil Management

G 08.06.01 Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water and Sanitation waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The Contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The Contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The Contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the Engineer. The Contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

G 08.06.02 Subsoil

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The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the Engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

G 08.07 Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The Contractor shall submit to the Engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

G 08.08 Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the Contractor shall have complied with the requirements of sections G 08.05 and G 08.07. In addition, the Contractor shall take cognisance of the requirements set out below.

G 08.08.01 Quarries and borrow pits

The Contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the Contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the Contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

G 08.08.02 Excavation, hauling and placement

The Contractor shall provide the Engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The Contractor shall demonstrate his "good

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housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

G 08.08.03 Spoil sites

The Contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects liability period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the Engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the Engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The Engineer will assist the Contractor in obtaining the necessary approval if requested by the Contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the Contractor. This will include both strip and full sodding. The Contractor may motivate to the Engineer for other acceptable stabilising methods. The Engineer may only approve a completed spoil site at the end of the defects liability period upon receipt from the Contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The Contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

G 08.08.04 Stockpiles

The Contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Engineer for his approval, together with the Contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the Contractor shall at all times ensure that they are:

Positioned and sloped to create the least visual impact;

Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and

Kept free from all alien/undesirable vegetation.

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After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the Contractor's cost until clearance from the Engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the Engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the Engineer

In all cases, the Engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

G 08.08.05 Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the Contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the Contractor shall, prior to any drilling of holes in preparation for blasting, supply the Engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The Contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the Contractor from his responsibilities in this regard. The Contractor shall also indicate to the Engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

G 08.09 Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the Contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section G 08.08.03, with the exception that the Contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the Contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The Engineer will assist the Contractor in his submissions to the relevant authority.

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Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Engineer for approval.

The Contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

G 08.10 Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the Contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the Contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the Engineer. The Designated Environmental Officer will assess the situation in consultation with the Engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the Contractor in consultation with the DEO and the Engineer. Areas cleared of hazardous waste shall be re-vegetated according to the Engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Engineer. The costs of containment and rehabilitation shall be for the Contractor's account, including the costs of specialist input.

G 08.11 Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The Contractor may offer alternative solutions to the Engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

G 08.11.01 Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with Subclause 4.7.1 of the General Conditions of Contract).

G 08.11.02 Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the Engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the

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deceased and for the site where the exhumed remains can be re-interred. (Read with Subclause 4.7.1 of the General Conditions of Contract).

G 08.12 Noise Control

The Contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

G 08.13 Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

G 08.14 Alien Vegetation

The Contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects liability period.

G 09 RECORD KEEPING

The Engineer and the DEO will continuously monitor the Contractor's adherence to the approved impact prevention procedures and the Engineer shall issue to the Contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the Engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the Employer or relevant environmental departments.

G 10 COMPLIANCE AND PENALTIES

The Contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

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The following penalties shall apply for environmental violations:

G10.01	Unnecessary removal or damage to trees:	
	• 2600mm girth or less: • Greater than 2600mm, but less than 6180mm girth: • Greater than 6180mm girth:	R5 000 per tree R10 000 per tree R30 000 per tree

G 10.02 Serious violations:

• Hazardous chemical/oil spill and/or dumping in non-approved sites: • General damage to sensitive environments: • Damage to cultural and historical sites: • Uncontrolled/unmanaged erosion (plus rehabilitation at the Contractor's cost): • Unauthorised blasting activities: • Pollution of water sources:	R10 000 per incident R5 000 per incident R5 000 per incident R1 000 to R5 000 per incident R5 000 per incident R10 000 per incident
---	--

The Engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

G 10.03 Less serious violations:

• Littering on site: • Lighting of illegal fires on site: • Persistent or un-repaired fuel and oil leaks: • Excess dust or excess noise emanating from site: • Dumping of milled material in side drains or on grassed areas: • Possession or use of intoxicating substances on site: • Any vehicles being driven in excess of designated speed limits: • Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife: • Illegal hunting: • Urination and defecation anywhere except in designated areas:	R1 000 per incident R1 000 per incident R1 000 per incident R1 000 per incident R1 000 per incident R500 per incident R500 per incident R2 000 per incident R2 000 per incident R500 per incident
---	--

The Engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

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G 11 MEASUREMENT AND PAYMENT

Item	Unit
-------------	-------------

G 11.01 Penalty for unnecessary removal or damage to trees for the following diameter sizes:

- | | |
|---|-------------|
| (a) 2600 mm girth or less | number (No) |
| (b) Greater than 2600 mm, but less than 6180 mm girth | number (No) |
| (c) Greater than 6180 mm girth..... | number (No) |

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause G 10.01.

Item	Unit
-------------	-------------

G 11.02 Penalty for serious violations:

- | | |
|---|-------------|
| (a) Hazardous chemical/oil spill and/or dumping in non-approved sites | number (No) |
| (b) General damage to sensitive environments | number (No) |
| (c) Damage to cultural and historical sites | number (No) |
| (d) Pollution of water sources | number (No) |
| (e) Unauthorised blasting activities | number (No) |
| (f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at the Contractor's cost)..... | number (No) |

The unit of measurement for G 11.02(a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause G 10.02.

Item	Unit
-------------	-------------

G 11.03 Penalty for less serious violations:

- | | |
|--|-------------|
| (a) Littering on site | number (No) |
| (b) Lighting of illegal fires on site | number (No) |
| (c) Persistent or un-repaired fuel and oil leaks | number (No) |
| (d) Excess dust or excess noise emanating from site | number (No) |
| (e) Dumping of milled material in side drains or on grassed areas | number (No) |
| (f) Possession or use of intoxicating substances on site | number (No) |
| (g) Any vehicles being driven in excess of designated speed limits..... | number (No) |
| (h) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife | number (No) |

- | | |
|--|-------------|
| (i) Illegal hunting | number (No) |
| (j) Urination and defecation anywhere except in designated areas | number (No) |

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause G 10.03.

The Engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The imposition of such a penalty shall not preclude the relevant

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provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Item		Unit
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G 11.04	Contractor's time related obligations in respect of Environmental management plans and specifications	month
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The tendered monthly amount shall represent full compensation for that part of the Contractor's general obligations in terms of the environmental management plans and specifications which are mainly a function of time. This includes inter alia payment of all costs of the approved designated environmental office (DEO) and other staff contemplated in the administration of the environmental obligations, including the transport of employees on site. Payment will be monthly.

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Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (TBC)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
1700	Clearing and grubbing	Waste treatment Hazardous waste	Selection of site Preserve indigenous vegetation	Selection of site	Protection of indigenous vegetation	

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (TBC)
		Water supply Noise /lights Dust control	Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

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SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (TBC)
		Noise / lights Dust control	Maintenance of windrows			
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

PART H: GENERIC LABOUR-INTENSIVE SPECIFICATION

CONTENTS

H 01 SCOPE

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

H 02 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.

H 03 HAND EXCAVATEABLE MATERIAL

Hand excavateable 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 gravel having a maximum particle size of 10 mm and contains no cobbles or isolated 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 gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

- Note: (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.
- (2) A dynamic cone penetrometer is an instrument used to measure the in-situ 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.

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Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological picks point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

H 04 LABOUR INTENSIVE WORKS

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

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 tampers

- (a) To 90% Proctor density;
- (b) 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 10mm and contains no isolated boulders; or
- (c) 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.

Excavation

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All hand excavatable material including topsoil classified, as hand excavatable 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.

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

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.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to 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.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, pre-cast 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.

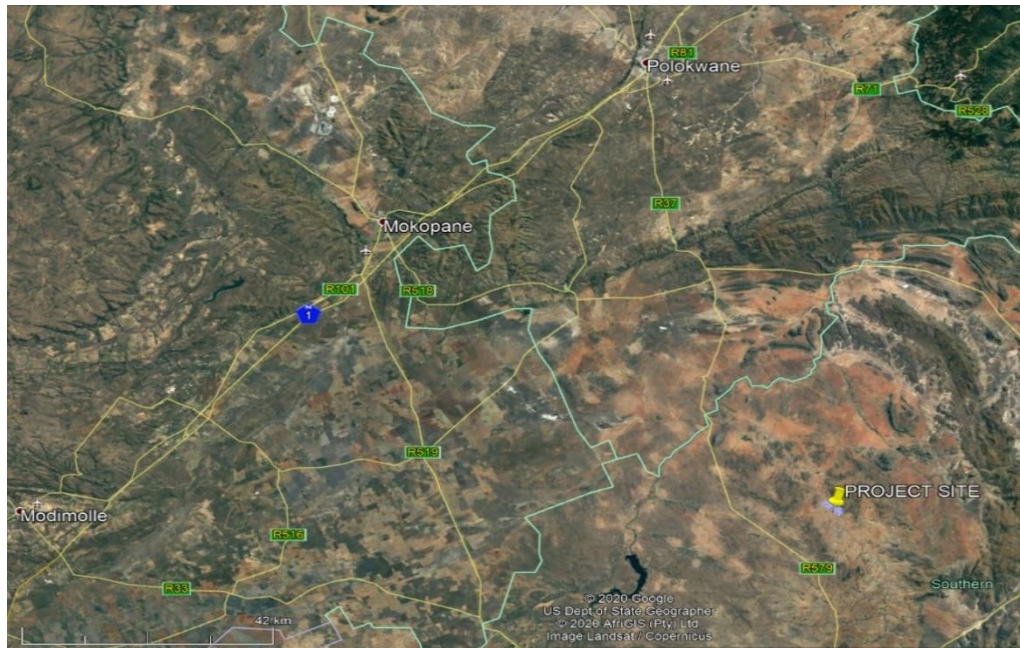
C3.2 TENDER DRAWINGS

TENDER DRAWINGS ARE INCLUDED IN A SEPARATE DOCUMENT

PART C4 SITE INFORMATION

C4.1 Project Location

The project site is located in Lobethal & Tisane, within the jurisdiction of Makhuduthamaga Local Municipality in Sekhukhune District Municipality, Limpopo Province, South Africa. The project area is located in northeast of Jane Furse, about 14 km from Jane Furse CBD. The locality maps on the following pages highlight the project site. The road traverses through Wards 20 and 24 of the Makhudumaga Local Municipality.



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C4.2 Climatic Information

C4.2.1 Monthly precipitation and temperature

The closest town to the project is Jane Furse. The area has a prevailing semi-arid climate. Jane Furse town and its surrounding areas normally receive about 415 mm of annual rainfall, with most rainfall occurring mainly during mid-summer. The chart below shows the average monthly rainfall, temperature, wind force and UV index. The average rain days recorded is lowest in the month of July and the highest in December. As with low temperatures, rainfall has a significant effect on the construction program with relation to all earthworks as well as seal, asphalt and concrete works. Cognisance should be taken of the expected number of rainy days in the period October to March when setting up the construction program

The monthly distribution of average daily maximum temperatures as indicated above shows that the average high is from December to February. The region is the coldest during June to August on average during the night.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Day	25 °C	25 °C	24 °C	21 °C	20 °C	18 °C	17 °C	21 °C	24 °C	24 °C	24 °C	25 °C
Night	15 °C	15 °C	13 °C	10 °C	8 °C	5 °C	4 °C	6 °C	10 °C	13 °C	14 °C	15 °C
Precip	117 mm	96 mm	72 mm	29 mm	10 mm	3 mm	3 mm	4 mm	13 mm	61 mm	83 mm	131 mm
Rain days	25	21	21	15	7	2	4	4	8	16	22	27
Dry days	6	7	10	15	24	28	27	27	22	15	8	4
Sun hours per day	10	10	9	7	7	7	7	7	9	10	11	10
Wind force in Bft	2	2	2	2	2	2	2	2	2	2	2	2
UV-index	5	5	5	5	4	4	4	5	5	5	5	5

Figure 3: Average Monthly Climate Data

C4.2.2 Climatic classification of region

The climatic N-value (Weinert, 1980) for this area is deemed to be approximately 3. Therefore chemical disintegration of the parent rocks in the regional setting is deemed the principal mode of weathering.

C4.3 General Discussion of Materials Test Results

The existing road base and subbase material varies between G6 and G7 quality (COLTO Specifications) containing mainly alluvium in some section and residual granite in most sections.

Generally the wearing coarse and subbase material exhibits low Plasticity Index values (4 to 6) in most sections that contain silty sand & silty clayey sand, while non-plastic wearing course was encountered in few sections where light olive silty sand and dark yellow orange poorly graded silty sand were prevalent.

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The test pit profiling indicates that the pavement layer thicknesses are varying in the base and subbase layers.

Localised groundwater was encountered at 850m depth on the test pit close to intersection of Road D4257 and R579. The designs and construction cost estimates have allowed for the subsoil drainage installation requirements.

Annotated by Mabu Geotechnical Consultancy					SUMMARY OF TEST RESULTS- LETABA LAB																							
Position	Change (km)	Depth (m)	Sample No	Description	Sieve Analysis						GM	Atterberg Limits			Mod AASHTO		UCS / CBR											
					50.0	37.5	28.0	20.0	14.0	5.0	2.0	0.425	0.075		LL	PI	% L.S.	OMC	MDD		100	98	97	95	93	90	COL TO:	
Segment 1																												
Reworked Residual Granite																												
TP5	535	0,0-0,15	P148934	Dark Reddish Orange Silty/Clayey Sand	100	99	99	99	98	91	65	44	22	1,70	17	4	1,7	6,6	2185	32	27	25	22	19	15	G7		
Residual Granite																												
TP1	25	0,0-0,32	P148931	Light Brown Silty Sand					100	97	74	43	22	1,60		SP	0,7	5,5	2298	52	48	47	43	40	35	G6		
TP2	115	0,0-0,3	P148932	Dark Brown Poorly Graded Silty/Clayey Sand	100	99	98	95	70	41	22	11	2,30	22	5	2,7	7,8	2139	109	78	65	46	33	20	G5			
TP4	335	0,03-0,7	P148933	Dark Reddish Orange Silty/Clayey Sand	100	99	98	98	85	52	33	16	2,00	19	5	2,2	6,6	2159	123	85	71	49	34	20	G5			
TP12	1120	0,06-0,5	P148936	Dark Yellow Orange Poorly Graded Silty Sand	99	97	95	94	93	81	59	30	12	2,00		NP	0,0	8,4	2065	99	73	63	46	34	22	G5		
Segment 2																												
Residual Granite																												
TP14	1510	0,0-0,9	P148937	Light Brown Silty/Clayey Sand	93	91	90	89	88	75	52	31	16	2,00	19	5	2,2	7,6	2152	58	50	47	40	35	28	G6		
EP16	1890	0,0-0,3	P148938	Light Reddish Brown Well Graded Silty Sand	97	96	94	93	91	74	47	22	10	2,20		SP	0,9	6,4	2041	92	60	49	32	21	11	G6		

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Annotated by Mabu Geotechnical Consultancy					SUMMARY OF TEST RESULTS- LETABA LAB																							
Position	Chainage (km)	Depth (m)	Sample No	Description	Sieve Analysis							GM	Atterberg Limits			Mod AASHTO		UCS / CBR						COLLO:				
					Cumulative Percentage passing								LL	PI	% L.S	OMC	MDD	100	98	97	95	93	90					
					50.0	37.5	28.0	20.0	14.0	5.0	2.0														0.425	0.075		
Segment 3																												
Residual Granite																												
TP17	1960	0,0-0,55	P14893/9	Dark Reddish Brown Silty/Clayey Sand						100	90	57	38	21	1.80	20	6	3.3	6.4	2204	53	42	37	30	24	17	G6	
Segment 4																												
Alluvium																												
TP22	2935	0,0-0,4	P14893/12	Dark Reddish Orange Silty/Clayey Sand						100	98	70	49	25	1.60	18	5	2.9	5.6	2152	60	44	38	28	20	13	G6	
TP24	3355	0,03-0,3	P14893/13	Dark Reddish Orange Silty/Clayey Sand						100	77	47	20		1.60	17	4	1.9	7.2	2152	87	59	48	32	22	12	G6	
Segment 5																												
Residual Granite																												
TP20	2520	0,0-0,35	P14893/11	Light Olive Silty Sand	99	98	98	97	95	88	62	32	13	1.90			NP	0.0	6.8	2080	118	71	55	33	20	9	G6	
Segment 6																												
Residual Granite																												
EP27	3870	0,0-0,55	P14893/15	Dark Yellow Poorly Graded Silty Sand						100	96	61	42	24	11	2.20		SP	0.7	10.6	2101	59	48	43	35	28	21	G6