



## ABAQULUSI LOCAL MUNICIPALITY

### TENDER DOCUMENT

**TENDER NAME** : CONSTRUCTION OF EMARASTENI BRIDGE – WARD 11

**TENDER NO** : 8/2/1/523

**CIDB CATEGORY** : 5CE OR HIGHER

**NAME OF TENDERER** : \_\_\_\_\_

**TELEPHONE NUMBER** : \_\_\_\_\_

**E-MAIL** : \_\_\_\_\_

**PHYSICAL ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TENDER SUM (INCL. VAT)** : \_\_\_\_\_

**TENDER CLOSES AT 12h00 PM ON 10 JULY 2026**



**EMPLOYER**  
**ABAQULUSI MUNICIPALITY**  
PO Box 57  
VRYHEID  
3100

Contact Details:  
Tell: (034) 982 2133  
Fax: (034) 989 9637



**CONSULTING ENGINEERS**  
TPA CONSULTING CC  
UNIT B, THE MEWS  
NO. 22 MONTROSE PARK BOULEVARD  
VICTORIA COUNTRY CLUB  
PIETERMARITZBURG  
3201

Tel: (033) 347 0325

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**SUMMARY FOR TENDER OPENING PURPOSES**

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

**Name of Contractor submitting the tender:** .....

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

**Alternative Tender offered?** ..... (Yes / No)

If "Yes" state amount: R .....

**Specified Time for Completion:** ..... (Weeks)

**Alternative Time for Completion offered?** ..... (Yes / No)

If "Yes", state time offered (weeks) .....

**Details of contact person:**

Name (*Print*): .....

Telephone No: ..... Fax No: .....

E-mail address:.....

Cell No. : .....

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

**SIGNATURE:** .....  
(of person authorised to sign the tender)

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

**CHECK LIST FOR TENDER SUBMISSION**

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

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

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<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	White	T1.1
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<b>THE CONTRACT</b>			
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C1.1	Form of Offer and Acceptance	Yellow	C1.3
C1.2	Contract Data (Part 1)	Yellow	C1.9
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C2.1	Pricing Instructions	Yellow	C2.2
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<b>PART C3</b>	<b>SCOPE OF WORK</b>	Blue	C3.1
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T1.1

Contractor

Employer

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**PART T1: TENDERING PROCEDURES**

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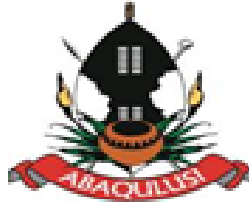
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**PART T1-TENDERING PROCEDURES**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER



### ABAQULUSI LOCAL MUNICIPALITY

**CIDB CATEGORY: 6CE OR HIGHER**

PROJECT NAME: **CONSTRUCTION OF EMARASTENI BRIDGE - WARD 11**

CONTRACT No.: 8/2/1/523

Tenders are hereby invited for the **CONSTRUCTION OF EMARASTENI BRIDGE IN WARD 11**, The minimum specifications are detailed in the Tender Document.

Tender documents will be available on e-Tender portal on Friday, **26<sup>th</sup> of June 2026**

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

There will be a compulsory briefing held for the mentioned project. Enquiries should be directed to TPA Consulting cc 033 347 0325 (Mr. S. Zondo)

Project Number	Bid Description	CIDB/Minimum requirement	Compulsory Briefing Session	Closing Date and Time	Contact Person
8/2/1/523	Construction of Emarasteni Bridge	5CE or Higher	Date: 30 June 2026 Time: 10h00am Venue: Abaqulusi Local Municipality Technical Boardroom, 112 Mason Street Vryheid Co-Ordinates: S 27°46'1.43" E 30°48'5.06"	10 July 2026 @ 12h00am	Mr. P. Zwane <a href="tel:0349809637">Tel: 034 980 9637</a>

Completed tender documents are to be placed in a sealed envelope marked **CONSTRUCTION OF EMARASTENI BRIDGE IN WARD 11, Tender No.: 8/2/1/523** and must be deposited in the tender box at Abaqulusi Local Municipality's offices at Cnr High & Mark Streets, Vryheid, not later than **12:00pm** on **Friday, 10<sup>th</sup> July 2026**. Tenders will be opened in public soon after closure and only the name of the tenderer and the tender amount will be read out. Telegraphic, faxed and late tenders will not be accepted, and the Municipality shall not be held responsible for any couriered documents.

**Bidders must achieve a minimum of 80% for functionality in order to be considered for further Evaluation of price and specific goals.**

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

The following points will be awarded during the evaluation:

**Price = 80**

**Specific Goals = 20**

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

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

#### **CONDITIONS**

- Abaqulusi Municipality Supply Chain Management Policy will apply,
- No awards will be made to a person, who is not registered on the Central Supplier Data base.
- No awards will be made to a person, who is in the service of the state.
- No awards will be made to a person, if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state, and / or.
- No awards will be made to a person, who is an advisor or consultant contracted with the Municipality or municipal entity.
- Fill in all the Municipal Bidding Documents (MBD'S) failure to do so will automatically disqualify.
- Fully completed tender document (bidder will be disqualified for incomplete document).
- Bid must only be submitted on the documentation provided by Abaqulusi Municipality (Original document).
- Bids above R10m, Annual Financial Statements a(AFS) are required,
- Late bids will not be accepted,
- Bids will be valid for a period of 90 days after the closing date.
- Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or down load them from Municipal website ([www.abaqulusi.gov.za](http://www.abaqulusi.gov.za)) and submit them with your tender document.
- Preferred address on CSD will be recognized.
- Failure to comply with these conditions will result in immediate disqualification of the bid.

#### **RETURNABLE DOCUMENTS**

- Valid copy of company registration document.
- Central Supplier Data base registration report (Detailed)to claim special goals
- IF above R10m, an audited three-year AFS must be provided
- SARS PIN or Tax Clearance certificate must be submitted
- Certified copies of identity documents of directors and owners of the company must be submitted
- A Certified current account in terms of water and electricity / rates and taxes obtainable from your local municipality, letter from Inkosi/ Induna, Councilor or lease agreement must be submitted not older than three months.
- If joint venture, certified copy of venture agreement
- Failure to comply with these conditions will result in immediate disqualification of the bid.

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

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**SP DLAMINI**  
**MUNICIPAL MANAGER**

**Notice No: 38/202**

## T1.2.1: TENDER DATA: STANDARD CONDITIONS OF TENDER

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

### T1.2.1: TENDER DATA: APPLICABLE TO THIS TENDER

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

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

Clause No	Description
F.1.1.1	The Employer is:  Abaqulusi Municipality Main Office Building, c/o Mark & High Streets, Vryheid 3100
F.1.2	The tender documents issued by the Employer comprise:  <b>Volume 1:</b>  <b>Part 1: Tendering Procedures</b>  T1.1 Tender Notice and Invitation to Tender  T1.2 Tender Data  <b>Part 2: Returnable Documents</b>  T2.1 List of Returnable Documents  T2.2 Returnable Schedules, including the Enterprise Declaration Affidavit which may be bound in a separate volume  <b>Part 1: Agreement and Contract Data</b>  C1.1 Form of Offer and Acceptance

Clause No	Description
	<p>C1.2 Contract Data</p> <p>C1.3 Forms of Securities</p> <p><b>Part 2: Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Schedule of Rates</p> <p><b>Part 3: Scope of Work</b></p> <p>C3 Scope of Work including separate volumes for:</p> <p><b>Part 4: Site Information</b></p> <p>C4 Site Information</p>
	<p>The following documents form part of the Contract and is NOT provided by the Employer, the Contractor is required to obtain these documents for the execution of the contract:</p> <p>"General Conditions of Contract (GCC) for Construction Works -3rd Edition 2015" This document is issued by the South African Institution of Civil Engineering. (Short title "General Conditions of Contract 2015") and is obtainable separately. Tenderers shall obtain their own copies.</p> <p>"Standardised Specifications for Road and Bridge Works for State Road Authorities – 1998 Edition". Drafted by COTO (Committee of Transport Officials). This document is obtainable separately, and Tenderers shall obtain their own copies.</p> <p>The Occupational Health and Safety Act No 85 of 1993 and Amendment Act No 181 of 1993, and the Construction Regulations 2014. This document is obtainable separately, and Tenderers shall obtain their own copies.</p> <p>Abaqulusi Local Municipality's Occupational Health and Safety Specification in terms of the requirements of Construction Regulations 4(1)(a). This document is available for review at the offices of the Employer and/or the Employer's agent. Tenderers shall obtain their own copies.</p> <p>In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.</p> <p>(i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,</p> <p>(ii) SANS 1921:2004 Construction and management Part 1: General Engineering and Construction Works; Part 6: HIV/AIDS Awareness.</p>

Clause No	Description
	<p>(iii) SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures</p> <p>(iv) SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.</p>
C.1.4	<p>The Employer's Agent's (also referred to as the Engineer) details are as follows:</p> <p>Name : TPA Consulting cc  Represented by : Sihle Zondo</p> <p>Address : Unit B, The Mews  22 Montrose Park Boulevard  Victoria Country Club  Montrose  PMB  3201</p> <p>Tel No : (033) 347 0325  Fax No : (086) 609 9709  E-mail : <a href="mailto:sihle@tpa.co.za">sihle@tpa.co.za</a></p>
	<p>All communication between the tenderer and the employer shall be addressed to Mr Sihle Zondo of TPA Consulting Engineers cc, in writing on email.</p>
F1.5.2	<p>Replace the existing clause with the following:</p> <p>The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers, <b><u>save for all tenders being non-responsive</u></b>, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.</p>
F.2	<p><b>TENDERER'S OBLIGATIONS</b></p> <p>F.2.1 Eligibility  The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <ol style="list-style-type: none"> <li>1) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE of construction work, and who satisfy the following criteria: <ol style="list-style-type: none"> <li>a. Availability of resources</li> <li>b. Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (if applicable).</li> <li>c. Previous experience on contracts of a similar value and nature.</li> <li>d. Financial standing and capability.</li> </ol> </li> <li>2) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> <li>a. every member of the joint venture is registered with the CIDB.</li> </ol> </li> </ol>

Clause No	Description
	<p>b. the lead partner has a contractor grading designation in the 5CE or Higher class of construction work: and,</p> <p>c. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5 CE class of construction works</p> <p>3) Information to be submitted with the tender The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
F.2.7	<p>There will be a Compulsory Clarification Meeting and Site Inspection The arrangements for the compulsory clarification meeting are: Date: 01 August 2024 @ 10:00am Venue: Abaqulusi Local Municipality Technical Boardroom.</p> <p>Addenda will be issued to and tenders will be received only from those tendering entities appearing on the recipients of tender documents list.</p>
C.2.12	<p>Alternative Offers</p> <p>If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are</p> <p>a. <u>Individual Items</u></p> <p>Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Part T2 of the Contract Document, accompanied by a detailed statement as necessary.</p> <p>b. <u>Alternative Designs</u></p> <p>Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:</p> <ol style="list-style-type: none"> <li>1. The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered.</li> <li>2. Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.</li> </ol>

Clause No	Description
	<p>3. If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:</p> <ul style="list-style-type: none"> <li>• Changes in design parameters ordered by the Engineer.</li> <li>• Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.</li> </ul> <p>4. A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer, which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.</p> <p>5. The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>
F.2.13	Submitting a Tender Offer
F.2.13.1  F.2.13.3  F.2.13.5 F.2.13.5 F.2.15.1	<p>Submit one tender offer only, either as a single tendering entity or as a member in a single joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works.</p> <p>Tender offers shall be submitted as an original hard copy only.</p> <p>Delivery of Tender</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box : Abaqulusi Municipality c/o Mark and High Streets, VRYHEID 3100</p> <p>Identification Details : Contract No: Tender reference number, Title of Tender and the closing date and time of the tender, as well as the Tenderer's name, his Authorised Representative's name, postal address and telephonic contact numbers</p>
F.2.13.6 & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will NOT be accepted.
F.2.15	<p>Tender Submissions</p> <p>The closing time for submission of tender offers is</p>

Clause No	Description
	Date: <b>10 July 2026</b> Time: <b>12h00 pm</b>
F.2.16	The tender offer validity period is 90 days.
F.2.18	<p>Contractors Staff</p> <p>The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements</p>
F.2.20	<p>Performance Bond</p> <p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document</p>
F.2.22	<p>Return of Tender Document</p> <p>Where a Tenderer who received a tender document does not submit a tender, the tender documents issued to him must be returned to the Employer within 14 days after the closing date for submission of tenders</p>
F.2.23	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2.22 of this procurement document.
F.2.23	<p>Certificates</p> <p>The tenderer is required to submit the following certificates with his tender:</p> <ol style="list-style-type: none"> <li>1. Either a Certificate of Contractor Registration issued by the Construction Industry Development Board OR a copy of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> <li>2. An original valid Tax Clearance Certificate issued by the South African Revenue Services.</li> <li>3. Copies of company registration documents</li> <li>4. Joint Venture Agreement and Power of Attorney in case of Joint Ventures</li> <li>5. Copies of ID documents of Shareholders/Members/Directors of the business enterprises</li> <li>6. Proof of Preference Points Claimed</li> <li>7. VAT Registration Certificate and Pin</li> <li>8. Skills Development Levy Certificate</li> <li>9. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)</li> <li>10. a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT);</li> <li>11. particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if &gt;R10 000 incl. VAT); and</li> <li>12. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or</li> </ol>

Clause No	Description
	<p>payment from the municipality or municipal entity is expected to be transferred out of the Republic (if greater than R10 million incl. VAT).</p> <p>13. All other certificates as requested in T2.1</p>
F.2.24	<p>Add the following new clause:</p> <p>Canvassing and obtaining of additional information by tenderers  Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.  No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
F.2.25	<p>Add the following new clause:</p> <p>Prohibitions on awards to persons in service of the state  Accept that the Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</li> </ul> <p>"In the service of the state" means to be -</p> <ul style="list-style-type: none"> <li>i) a member of:- <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>ii) a member of the board of directors of any municipal entity;</li> <li>iii) an official of any municipality or municipal entity;</li> <li>iv) an employee of any national or provincial department;</li> <li>v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>vi) a member of the accounting authority of any national or provincial public entity; or</li> <li>vii) an employee of Parliament or a provincial legislature." <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2 must be completed.</p> </li></ul>
F.2.26	<p>Add the following new clause:</p> <p>Awards to close family members of persons in the service of the state  "Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F.2.25), or has been in the service of the state in the previous twelve months, including</p> <ul style="list-style-type: none"> <li>a) the name of that person;</li> </ul>

Clause No	Description
	<p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.”</p>
F.2.27	<p>Add the following new clause:</p> <p>Tax Clearance Certificate</p> <p>In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium.”</p>
F.3.1.1	<p>Replace the contents of the clause with the following:</p> <p>“Respond to a request for clarification received up to seven calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”</p>
F.3 F.3.4	<p><b>EMPLOYERS UNDERTAKINGS</b></p> <p>Opening of Tender Submissions</p> <p>The time and location for opening of the tender offers are:</p> <p>Time : <b>12h00</b></p> <p>Date : <b>10 July 2026</b></p> <p>Location : <b>Abaqulusi Local Municipality’s Boardroom</b> c/o Mark and High Streets, Vryheid, 3100</p> <p>Tenderers names and total prices, where practical will be read out.</p>
F.3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the tenderer submits <b>an original valid</b> Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>b) the tenderer is registered with the Construction Industry Development Board in the contractor grading designation of 5CE or higher;</li> <li>c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not: <ol style="list-style-type: none"> <li>i) abused the Employer’s Supply Chain Management System; or</li> </ol> </li> </ol>

Clause No	Description
	<p>ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>e) h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; and</p> <p>f) the tenderer:</p> <p>i) has sufficiently substantiated his experience in this type work; and has the required and experienced key personnel;</p>
C.3.17	<p>Copies of Contract</p> <p>The employer will provide the successful tenderer with 1 (one) paper copy of the signed contract.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
F.14	<p>The commitment of the Employer to Government Policy concerning the empowerment of the SMMEs shall be noted and adhered to by the main contractor. It is against this background that, Abaqulusi Municipality has made provisions under this contract to ensure that the main contractor impart skills to the local SMMEs (to be employed as sub-contractors on this job) within the project area during the project implementation through the Main Contractor's 'Contractor Development programme'.</p> <p>It is the intention of Abaqulusi Municipality that the minimum targeted participation goal for the local SMMEs is up to 30% of the project value. The onus is upon the main contractor to handle and manage the procurement process of the sub-contractors and these once appointed, should be dealt with in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works 2015. Refer to PS3 (Procurement) for further details.</p>

## Stage 1: Evaluation on functionality

### Stage 1: Evaluation on local content and functionality

#### 1.1 Evaluation on local content

Under local content stage of evaluation, the following should be completed and duly signed, bidders must meet the minimum threshold of local content as required by the national treasury

- MBD 6.2
- Annex C
- Authorization/Exemption letter by the DTI (where applicable) Local Content formula

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

Where

X is the imported content in Rand

Y is the bid price in Rand excluding value added tax (VAT)

Under functionality, Bidders must achieve a minimum of 80% ((rounded to the nearest decimal point)) for functionality (quality) in order to be considered for further evaluation in stage 2 (Evaluation on Price and Specific Goal points). Bidders that score less than 80% (rounded to the nearest decimal point) will be disqualified.

**NB: Only the combined Price & Specific Goal points will determine the highest point scoring bidder to be awarded the contract.**

Bid Evaluation Guideline

1. This Bid will be evaluated and adjudicated in terms of the following stages

- Guidelines for Evaluation using the Weighting method
  - a. Score sheets will be prepared and provided to panel members to evaluate the bids.
  - b. The score sheet should contain all the criteria and the weight for each criterion as well as the values to be applied for evaluation as indicated in the bid documents.
  - c. Each panel member should after thorough evaluation independently award his / her own value to each individual criterion.
  - d. Score sheets should be signed by panel members and if necessary, written motivation may be requested from panel members where vast discrepancies in the values awarded for each criterion exist.
- e) If the minimum qualifying score for functionality is indicated as a percentage in the bid documents, the percentage scored for functionality may be calculated as follows:
  - I. The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;

- II. The scores for each criterion should be added to obtain the total score; and  
 III. The following formula should be used to convert the total score to percentage for functionality:

$$Ps = (So/Ms) \times 100$$

Where:

**Ps** = percentage scored for functionality by bid under consideration

**So** = total score of bid under consideration

**Ms** = maximum possible score [the highest score by any bidder]

The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

### Stage 1: Evaluation on Functionality

Criteria	Weights	Applicable values
<b>Company Experience</b>	<b>30</b>	Poor = 1
<b>3 x Successfully completed traceable projects in construction of culvert bridges (attach 3 appointment letters, completion certificates on the client's letter head and bidders assessment form for each appointment)</b>		Average = 2 Good = 3
<b>Plant and equipment</b>	<b>25</b>	Very good = 4 Excellent = 5
<b>Plant and equipment</b> <ul style="list-style-type: none"> <li>• 40 ton Excavator</li> <li>• Compactor Roller</li> <li>• Grader</li> <li>• 3 x 6m<sup>3</sup> Tipper Truck</li> <li>• 9000L water cart</li> </ul> This equipment can be owned or rented. Attach proof of ownership and intention to lease letter/agreement if renting.		
<b>Proposed key personal (4)</b>	<b>40</b>	
<u>Contracts Manager (10)</u> Attach the following: CV indicating a minimum of ten (10) years' proven experience in Construction and managing projects of bridges. <ul style="list-style-type: none"> <li>• Certified copy of minimum B-Tech/BSc/BEng : Civil Engineering,</li> <li>• NQF Level 5 Certificate for Managing LIC Civil Projects</li> </ul>		
<u>Site Agent (10)</u> Attach the following: <ul style="list-style-type: none"> <li>• CV indicating a minimum of eight (8) years' proven experience in Construction and managing projects of bridges</li> <li>• Certified copy of minimum ND: Civil engineering or construction</li> </ul>		
<u>Site Foremen (10)</u> Attach the following: <ul style="list-style-type: none"> <li>• CV indicating a minimum of six (6) years' proven experience in Construction and managing projects of bridges</li> <li>• Certified copy of minimum ND: Civil engineering or construction</li> </ul>		
<b><u>OHS and Environmental Officer (10)</u></b> Attach the following: CV indicating 5 years' experience in construction related projects		

Certified copy of Minimum SAMTRAC or OHS related Certificate or Higher	
<b>Financial viability</b>	<b>5</b>
Bank rating of C or higher (attached proof of bank statement not more than a month before tender advert)	
<b>Total functionality Score</b>	<b>100</b>

**N.B. The Municipality reserves the right to verify the authenticity of the attachments relating to the above. Bidders will be disqualified and possible legal action will be taken if it can be found that a Bidder submitted fake documents.**

**MBD 1: INVITATION TO BID**

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

BID NUMBER: .....  
CLOSING TIME: .....

CLOSING DATE: .....

DESCRIPTION

.....

---

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

---

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

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

.....

.....

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

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

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

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

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

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

NAME OF  
BIDDER.....

POSTAL ADDRESS .....

STREET ADDRESS  
.....

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

CELLPHONE  
NUMBER.....

FACSIMILE NUMBER CODE ..... NUMBER .....

E-MAIL ADDRESS .....

VAT REGISTRATION  
NUMBER.....

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR

(Tick applicable box)

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

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

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER  
.....

DATE .....

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

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

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** .....

**Department:** .....

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

## **MBD 4: DECLARATION OF INTEREST**

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

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

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

\_\_\_\_\_

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

(a) a member of –

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

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

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

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

3.6.1 If so, furnish particulars.

.....  
.....

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

**YES / NO**

3.7.1 If so, furnish particulars.

.....  
.....

**3.8** Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.8.1 If so, furnish particulars.

.....  
.....

**3.9** Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

- 
- (e) a member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

**CERTIFICATION**

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## MBD 6.1: EMPOWERMENT AND PREFERENTIAL POINTS ALLOCATION

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any

method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% women owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the Abaqulusi	2	
6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	
7.	Corporate Social Investment (CSI) Plan. (see notes below)	5	
8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	3	

**The Municipality will utilise the CSD report for the above-mentioned information**

**Corporate Social Investment (CSI)**

**NB:** The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the Municipality with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

**Declaration**

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)
  - Generic code of good practice
  - Other – specify .....
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

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

Telephone: .....

Fax: ..... Date: .....

Name of witness ..... Signature of witness .....

**Note:**

1) Failure to complete the declaration will lead to the rejection of a claim for a preference. Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

## MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

### 1. General Conditions

- a. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- b. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- c. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- d. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- e. 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.
- f. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

- x        imported content
- y        bid price excluding value added tax (VAT)

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

g. A bid will be disqualified if:

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

## 2. Definitions

- a. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- b. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- c. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- d. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- e. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- f. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- g. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- h. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- i. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

Description of services, works or goods      Stipulated minimum threshold


**4. Does any portion of the services, works or goods offered**

have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

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

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

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

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

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

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

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.7.1	If so, furnish particulars:
-------	-----------------------------

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## **MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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

**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 consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**NATIONAL TREASURY CSD REGISTRATION**

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

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

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

## **Municipal Account**

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

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

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

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

## **Authorized Signatory**

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

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

## **B-BBEE CERTIFICATE**

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

**LETTER OF GOOD STANDING FROM DEPARTMENT OF LABOUR (COID)**

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

## **CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)**

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

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

**CERTIFICATE OF ATTENDANCE OF SITE INSPECTION MEETING**

**CONSTRUCTION OF EMARASTENI BRIDGE – WARD 11**

*(Please print)*

It is hereby CERTIFIED that I, ..... *(name)*  
in my capacity as.....and a duly authorized  
representative of..... *(the TENDERER)*  
of *(address)*.....  
in the company of.....*(the ENGINEER)*  
attended the official Site Inspection on .....*(date)*  
for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer.

**Particulars of person(s) attending the meeting:**

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

Capacity: .....

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

Capacity: .....

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

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

Capacity: ..... Date and Time: .....



*Municipality or Departmental Stamp*



# PART 1: AGREEMENT AND CONTRACT DATA

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## C1.1 FORM OF OFFER (AGREEMENT)

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### C1.1.1 FORM OF OFFER

#### THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

#### CONTRACT - CONSTRUCTION OF EMARASTENI BRIDGE – WARD 11

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

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

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

The Contract shall be completed  
within

Ten 10

months of the Commencement Date.

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

.....RAND (in words);

R ..... (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

#### THE OFFERED RATES ARE FIRM

---

C.1.1

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Employer

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the Tenderer**

\_\_\_\_\_  
(Name and address of organisation)

**Name and  
signature of  
witness**

\_\_\_\_\_

**Date**

\_\_\_\_\_

---

C.1.2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Employer

**C1.1.2 FORM OF ACCEPTANCE**

**THE EMPLOYER IS TO COMPLETE AND SIGN THE FORM OF ACCEPTANCE**

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

The terms of the contract are contained in

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

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

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

The Tenderer shall within **twenty (28) days** after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the Contact Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now the Contractor) within **five days** after the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute binding contract between the parties,

**FOR EMPLOYER OFFICIAL USE ONLY**

**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the Employer**

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

**(Name and address of organisation)**

**Name and signature of witness**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**C.1.3**

Contractor

Employer

---

### C1.1.3 SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here; and
4. Any change or addition to the tender documents arising from the above arrangements and recorded here shall also be incorporated into the final draft of the Contract.

**1**            **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2**            **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3**            **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4**            **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**5**            **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**6**            **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**7**            **Subject** \_\_\_\_\_

Details \_\_\_\_\_

**8**            **Subject** \_\_\_\_\_

Details \_\_\_\_\_

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

---

C.1.4

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Employer

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

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

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

**Name and  
signature of  
witness**

\_\_\_\_\_

**Date**

\_\_\_\_\_

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

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

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

\_\_\_\_\_  
(Name and address of organisation)

**Name and  
signature of  
witness**

\_\_\_\_\_

**Date**

\_\_\_\_\_

---

C.1.5

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Employer



GCC Clause	Information
5.1.1 and 5.8.1	The non-working days are Sundays Special non-working days are: 1. All Public Holidays in terms of the Public Holidays Act as amended. 2. The year-end break as published by SAFCEC.
5.3.1	The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> <li>• Approved Health and Safety File (Clause 4.3)</li> <li>• Initial programme (Clause 5.6)</li> <li>• Guarantee from Bank or Insurance Company (Clause 6.2)</li> <li>• Insurance of Construction Machinery Plant (Clause 8.6)</li> <li>• Insurance of Motor Vehicle Liability (Clause 8.6)</li> <li>• Insurance of the works (Clause 8.6)</li> <li>• Signed Notification to the Department of Labour</li> <li>• Construction Permit were applicable</li> </ul>
5.3.2	The time to submit the Contract documentation required before commencement of the Works is 14 days.
5.13.1	The penalty for failing to complete the Works is <b>R2, 500.00</b> per day.
5.16.3	The latent defects period is 10 years.
6.2.1	The liability of the guarantee shall be 10% of the tendered sum
6.8.2	The effect of changes in prices or law on the amounts due shall be adjusted on the following basis: a) No price adjustment over the first 12-month period of the Contract. b) On the 12-month anniversary date of the signing of the agreement the rates shall be adjusted by twelve-month year on year CPI index ( as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the signing of the Agreement and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on a similar basis.
6.8.3	Price adjustments for variations in the costs of special materials are <b>NOT</b> allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership and idemnity is required.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.
6.10.3	The limit of retention money is 10% of the contract price
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <b>R2 500 000</b> .
8.6.1.2	Following the introduction of legislation affecting the articles of the <b>South African Special Risks Insurance Association (SASRIA)</b> , insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA.
8.6.1.3	<b>Public Liability Insurance</b> which will provide indemnity against legal liability in the event of accidental death of or injury to third party persons and/or loss or damage to third party property arising directly from the execution of the Contract and occurring during the period of Insurance with a limit of indemnity of R5million in respect of all claims arising from any one occurrence or

C.1.7

Contractor

Employer

GCC Clause	Information
	series of occurrences consequent on or attributable to one source or original cause.
10.5.3	The adjudication board shall consist of one member.
10.7.1	The determination of disputes shall be by arbitration

**C1.2.1.1 Variations to General Conditions of Contract**

Add the following Table:

3.2.4	<p><b>Employer’s Agent for Health and Safety</b></p> <p>Replace Clause 3.2.4 with the following:</p> <p>‘In terms of Clause 1.3.2, all parties to the Contract shall be subject to the relevant requirements of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act, Act 85 of 1993 (as amended).’</p> <p>Add the following at the end of the above new replacement Clause 3.2.4:</p> <p>‘Where the Employer is obliged to appoint an Employer’s Agent for Health and Safety in terms of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act (Act 85 of 1993 as amended), and where such Employer’s Agent for Health and Safety has complied with the registration requirements of a Construction Health and Safety Agent as a specified category in terms of section 18 (1) (c) of the Project and Construction Management Professions Act (Act 48 of 2000), the applicable clauses of the latest edition of the “Standard Scope Of Services for Construction Health and Safety Agents Registered In Terms Of Section 18(1)(c) of the Project And Construction Management Professions Act (Act No. 48 Of 2000)”, including Clauses 2.2.5 “STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT”, and 2.2.6 “STAGE 6 - PROJECT CLOSE – OUT”, and 2.2.7 “ADDITIONAL RELATED SERVICES”, as published in “Registration Rules for Construction Health and Safety Agents in Terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)” by the South African Council for Construction and Project Management Professionals in terms of the Project and Construction Management Professions Act (Act 48 of 2000 as amended), shall also apply.’</p>
5.3.3	<p><b>Time to instruct commencement of the Works</b></p> <p>Delete Clause 5.3.3 and replace with the following:</p> <p>The Contractor shall commence with carrying out the Works upon written instruction from the Employer’s Agent to commence with the Works.</p>
6..10.4	<p><b>Delivery, dissatisfaction with and payment of payment certificates</b></p> <p>Delete Clause 6.10.4 and replace with the following:</p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> <li>• The Contractor will provide a payment certificate with quantities to the Employer’s Agent before or on the 20<sup>th</sup> of every month.</li> <li>• After the payment certificate has been approved by Employer’s Agent, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be date the</li> </ul>

C.1.8

Contractor

Employer

	<p>Employer’s Agent approved the Payment Certificate. The certificate will then be ready for handing in to the Employer.</p> <ul style="list-style-type: none"> <li>• Payment will be made end of the following month.</li> </ul> <p>Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.</p>
6.10.5	<p><b>Payment of Retention Money</b> Amend Clause 6.10.5 as follows: In the third line, delete the word “when” and replace with “within 35 days after” In the sixth line, delete “14 days” and replace with “35 days”</p> <p>Add this paragraph at the end of the Clause, “Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due.”</p>
6.11	Delete Clause 6.11. General items will not be adjusted should there be a decrease or increase of scope.
7.8.2	<p><b>Cost of making good of defects</b> Amend Clause 7.8.2.1 as follows:  In the first line, correct the spelling of ‘therefore’.</p>
8.3.1	<p><b>Excepted risks</b> Amend Clause 8.3.1.11 as follows:  In the second line, delete the words ‘Employer or any of their’ and substitute with ‘or any of its’.</p>
8.4.1.1	<p>Add to the end of Clause 8.4.1.1 the following text:  “hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993), ”</p>

**C1.2.1.2 Additions to General Conditions of Contract**

Add the following Table:

1.1	<p><b>Definitions</b>  Add the following at the end of Sub-Clause 1.1.1:</p>
1.1.1.34	“Client”, as used in the Occupational Health and Safety Act and its Construction Regulations, means Employer.
1.1.1.35	“Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
C1.1.1.2.2	<p><b>Source of instructions</b>  The Contractor shall neither seek nor accept instructions from any authority external to the Employer’s Agent or their authorized representatives in connection with the performance of his services under this Contract.</p>

C1.2.1.2.3	<p><b>Officials not to benefit</b> The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of the Contract.</p>
C1.2.1.2.4	<p><b>Prevention of corruption</b> The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.</p>
C1.2.1.2.5	<p><b>Confidential nature of documents</b> All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the Employer's Agent or his duly authorized representative on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.</p>
C1.2.1.2.6	<p><b>Returns of labour, plant, equipment and material</b> The Contractor shall provide a return in detail in the form and at such intervals as the Employer's Agent or his duly authorized representative may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting constructional plant, equipment and material as the Employer's Agent or his duly authorized representative may require.</p>
C1.2.1.2.7	<p><b>Date falling on public holiday or weekend</b> Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday or weekend, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.</p>
C1.2.1.2.8	<p><b>Ambiguities and inconsistencies</b> The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer's Agent shall give a binding instruction resolving the ambiguity or inconsistency.</p>
C1.2.1.2.9	<p><b>False claims by the Contractor</b> a) Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated. b) Any false claims by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed per site stage shall constitute grounds for Contract termination and result in blacklisting on the Employer's database. The Contractor shall note that any of the above shall constitute non-performance on the part of the Contractor, further resulting in him forfeiting his full Contract Guarantee.</p>

C.1.10

Contractor

Employer

**C1.2.2 PART 2: DATA PROVIDED BY THE CONTRACTOR**

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

C.1.11

\_\_\_\_\_  
 Contractor                      Employer

# PART 1: FORMS AND SECURITIES

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## **C1.3 FORMS AND SECURITIES**

### **FORMS FOR COMPLETION BY THE CONTRACTOR**

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

a) Form of Guarantee

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

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

**C1.3.1 Form of Guarantee**

***TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.***

**PERFORMANCE GUARANTEE**

WHEREAS Abaqulusi Municipality (hereinafter referred to as “the Employer” or “beneficiary”) entered into a Contract with

\_\_\_\_\_ (hereinafter called “the Contractor”)

on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the construction of

at \_\_\_\_\_

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

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

NOW THEREFORE WE, \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

C1.2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Employer

\_\_\_\_\_ (R \_\_\_\_\_)

- 6. The guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
- 7. We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

As witnesses

1. \_\_\_\_\_

\_\_\_\_\_  
Signature

2. \_\_\_\_\_

Duly authorised to  
sign on behalf of

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

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

THIS AGREEMENT is made between .....  
(hereinafter called the Employer) of the one part, herein represented by: .....

.....  
In his capacity as: .....

AND: .....  
(hereinafter called the Contractor) of the other part, herein represented by: .....

.....  
in his capacity as: .....  
duly authorized to sign on behalf of the Contractor.

**WHEREAS** the Contractor is the Mandatory of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

**CONTRACT NO: 8/2/1/523 CONSTRUCTION OF EMARASTENI BRIDGE – WARD 11**

for the construction and completion of the works;

**AND WHEREAS** the Employer and the Contractor have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the Act);

**NOW THEREFORE** the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.
2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor

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

Thus signed at ..... for and on behalf of the **CONTRACTOR**  
on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this  
the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

# PART 2: PRICING DATA

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C2.i

Contractor

Employer

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## C2 PRICING DATA

### C2.1 PRICING INSTRUCTIONS

#### C2.1.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES

- a) All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title “Civil Engineering Quantities”, by the South African Institution of Civil Engineering.
- b) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardised Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardised Specifications.
- c) Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
- d) The clauses in a specification in which further information regarding the Schedule item may be found are listed in the “Payment Refers” column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.
- e) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- f) The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- g) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- h) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- i) The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewtom-metre
m <sup>3</sup> km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt

- j) For the purpose of this Bill of Quantities, where applicable, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).  
Quantity : The number of units of work for each item.  
Rate : The agreed payment per unit of measurement.  
Amount : The product of the quantity and the agreed rate for an item.  
Lump sum : An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

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

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### **C2.1.2 Special payment conditions**

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

#### **C2.1.2.1 Provided previously**

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

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

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

#### **C2.1.2.2 Materials and equipment**

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

#### **C2.1.2.3 Confined space**

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

#### **C2.1.2.4 Contract Price Adjustment**

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

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

#### **C2.1.2.5 Preliminary and General**

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

**C2.1.2.6 Contractor Appointment**

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

**C2.1.2.7 Rates Negotiation**

Rates will be negotiated with the short-listed Tenderers.

Reference	Clause	Insertion
6.1	<p><b>Payment for the Labour-Intensive Component of the Works:</b> Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works. Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.</p> <p>Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</p>	C2.1: Pricing Data; Preamble to Bill of Quantities
6.2	<p><b>Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data</b> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.</p> <p>The following information shall be maintained on site and submitted in electronic/hard copy formats:</p> <ul style="list-style-type: none"> <li>• Certified ID copies of all locally employed labour</li> <li>• Signed Contracts between the employer and the EPWP Participants</li> <li>• Attendance Registers for the EPWP Participants</li> </ul>	

	<ul style="list-style-type: none"><li>• Proof of Payment of EPWP Employees</li><li>• Monthly Reporting Template as per EPWP requirements</li></ul>	
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ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C1.2</b>	<b>GENERAL REQUIREMENTS AND PAYMENT</b>					
<b>C1.2.5</b>	<b>Safety</b>					
C1.2.5.1	Health and safety plan (risk assessments, safe work procedures, the project health and safety file, the health and safety plan and any other contractor deems necessary, including handing over records to the Employer.)	Lump Sum		1		
C1.2.5.2	Implementation of health and safety plan	month		10		
C1,2.5.3	Monitoring of compliance with and reporting on the EMP	month		10		
PSC1.2.10	Compensation for Community Liaison Officer					
(a)	Provisional sum for the payment of the Community Liaison Officer (4500/month)	Prov Sum		1	R45 000,00	R 45 000,00
(b)	Handling cost and profit in respect of PSC1.2.10(a)	%		45000		
<b>C1.2.8</b>	<b>Dayworks</b>					
<b>C1.2.8.1</b>	<b>Personnel</b>					
(a)	Unskilled labourer	hour	LI	16		
(b)	Semi-skilled labourer	hour	LI	16		
(c)	Skilled labourer	hour	LI	16		
(e)	Foreman	hour	LI	16		
<b>C1.2.8.2</b>	<b>Construction Equipment</b>					
(e)	Excavator	hour		8		
(f)	Compressor	hour		8		
(h)	Other equipment (specify)					
(i)	Tipper truck, 6.0m3	hour		8		
(ii)	Generators 5KVA	Day		5		
<b>C1.2.8.3</b>	<b>Vehicles</b>					
(a)	Light delivery vehicle	km		3000		
<b>C1.2</b>	<b>TOTAL CARRIED TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C1.3	<b>CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS</b>					
C1.3.1	The Contractor's general obligations					
C1.3.1.1	Fixed obligations	Lump Sum		1		
C1.3.1.2	Value-related obligations	Lump Sum		1		
C1.3.1.3	Time-related obligations	month		10		
C1.3.2	Contract sign boards	m <sup>2</sup>		11,75		
C1.3	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C1.4</b>	<b>FACILITIES FOR THE ENGINEER</b>					
C1.4.1	Site accommodation The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of 220/250 volt electrical installation with wiring, switchboards, etc. water and sewerage installation, and stores, complete, in accordance with the drawings and specifications, except for items scheduled elsewhere:					
C1.4.1.1	Offices and conference room	m <sup>2</sup>		60		
C1.4.1.6	Car ports	No		4		
C1.4.1.7	Ablution unit (equipment as specified)	No		2		
C1.4.2	Items measured by area					
C1.4.2.8	Notice boards	m <sup>2</sup>		2		
C1.4.3	Items measured by number					
C1.4.3.2	Office chair	No		8		
C1.4.3.5	Office desk with 3 drawers (at least one lockable drawer)	No		2		
C1.4.3.8	Conference table	No		1		
C1.4.3.9	Bookcase	No		1		
C1.4.3.10	Filing cabinet	No		1		
C1.4.3.11	General purpose steel cabinet with shelves	No		1		
C1.4.3.13	220/250 volt power outlet plug point	No		1		
C1.4.3.14	400/231 volt 2-phase power outlet plug point	No		1		
C1.4.3.17	11 watt compact fluorescent bulb ceiling light	No		2		
C1.4.3.19	Wash-hand basin	No		1		
C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No		2		
C1.4.3.24	Air-conditioning unit	No		1		
C1.4.3.25	Heater	No		2		
<b>C1.4</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>AMOUNT CARRIED FORWARD FROM SUMMARY</b>						
<b>C1.4</b>	<b>FACILITIES FOR THE ENGINEER</b>					
C1.4.3.36	Measuring wheel	No		1		
C1.4.3.30	A4 colour printer, copier, scanner	No		1		
C1.4.4	Prime cost items					
C1.4.4.1	Provision of Student Technician	PC Sum		1	R70 000,00	R 70 000,00
C1.4.4.2	Handling cost and profit in respect of item C1.4.4.1	%		R 70 000,00		
C1.4.4.5	Occupational Health & safety Audits	PC Sum		1	R270 000,00	R 270 000,00
C1.4.4.6	Handling cost and profit in respect of item C1.4.4.5	%		R 270 000,00		
C1.4.4.7	Environmental Control Officer as per EIA	PC Sum		1	R250 000,00	R 250 000,00
C1.4.4.8	Handling cost and profit in respect of item C1.4.4.7	%		R 250 000,00		
C1.4.5	Services at site offices, laboratories and site accommodation					
C1.4.5.1	Fixed costs	Lump Sum		1		
C1.4.5.2	Running costs	month		10		
<b>C1.4</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C1.5</b>	<b>ACCOMMODATION OF TRAFFIC</b>					
C1.5.2	Accommodation of vehicular traffic	month		10		
C1.5.4	Construction of temporary deviations					
C1.5.5	Maintenance of temporary deviations					
C1.5.5.9	Grading of temporary deviations and existing roads used as detours	km		8		
C1.5.5.10	Watering of temporary deviations and existing roads used as detours	kl		300		
C1.5.5.11	Other road maintenance work ordered by the Engineer	Prov Sum		1	R100 000,00	R 100 000,00
C1.5.5.12	Handling cost, profit and all other charges in respect of item C1.5.5.12	%		100000		
C1.5.7	Temporary traffic control facilities					
C1.5.7.1	Delineators including mounting bases and ballast:					
(a)	Single sided, reversible left or right (DTG 50J)(TW401/TW402)(800mm x 200mm)	No		40		
(b)	Double sided, reversible left or right ((DTG 50J)(TW401/TW402)(800mm x 200mm)	No		40		
C1.5.7.2	Traffic cones, minimum height 750 mm	No		20		
C1.5.7.3	Flagmen	man-shift	LI	440		
C1.5.7.5	Provision of illuminated traffic signs					
(c)	Illuminated road sign - R & TR series (1200mm)	Month		10		
(d)	Illuminated road sign - TW series (1500mm)	Month		10		
C1.5.11	Provision of safety equipment for visitors					
C1.5.11.1	Provision of reflective safety vests for visitors	No		20		
C1.5.11.2	Provision of hard hats for visitors	No		20		
C1.5.12	Additional traffic accommodation facilities ordered by the Engineer:					
C1.5.12.1	Provision of additional traffic accommodation facilities	Prov Sum		1	R20 000,00	R 20 000,00
C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%		R 20 000,00		
<b>C1.5</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C1.6</b>	<b>CLEARING AND GRUBBING</b>					
C1.6.1	Clearing					
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha		0,30		
<b>C1.6</b>	<b>TOTAL CARRIED FORWARD</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C1.7</b>	<b>LOADING AND HAULING</b>					
C1.7.1	Loading					
C1.7.1.1	Loading from stockpile using machines and some hand labour where necessary	m <sup>3</sup>		500,00		
C1.7.2	Hauling					
C1.7.2.1	Hauling material for use in the Works and off-loading it on the site of the Works:					
(a)	Soil, gravel, crushed stone, pavement layer material and wet material	m <sup>3</sup> - km		12 500,00		
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil or stockpile are:					
(b)	Soil and gravel material	m <sup>3</sup> - km		2 500		
(c)	Boulders, hard material and concrete	m <sup>3</sup> - km		1 134		
<b>C1.7 TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C2.1</b>	<b>GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES</b>					
C2.1.1	Location, Identification and relocation of existing services					
C2.1.1.1	Contractors's obligations	Lump Sum		1		
C2.1.1.2	Permanent services relocation or protection work by	PC Sum		1	R50 000,00	R 50 000,00
C2.1.1.3	Handling costs and profit in respect of item C2.1.1.2	%		50 000		
<b>C2.1</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<p><b>C3.1 DRAINS</b></p> <p>C3.1.1 Excavation for open drains:</p> <p>C3.1.1.1 Excavating all material situated within the following depth ranges below the surface level using conventional methods :</p> <p>(a) 0m to 1.5m</p> <p>C3.1.1.2 Extra over sub-item C3.1.1.1 for excavation in hard and boulder material , irrespective of depth</p>		<p>m<sup>3</sup></p> <p>m<sup>3</sup></p>		<p>400</p> <p>75</p>		
<p><b>C3.1</b></p>	<p><b>TOTAL CARRIED FORWARD TO SUMMARY</b></p>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C3.3	<b>CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS</b>					
C3.3.8	Linings for open drains:					
C3.3.8.1	Cast in situ concrete lining (20MPa concrete V-drain)	m <sup>3</sup>	LI	120		
C3.3.8.2	ClassU2 surface finish to cast in situ concrete (V-drain)	m <sup>3</sup>	LI	406		
C3.3.9.2	To sides with formwork on both internal and external faces (each face measured)	m <sup>3</sup>	LI	140		
C3.3.12.3	Welded steel fabric	kg	LI	1 950		
<b>C3.3</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C4.2</b>	<b>CUT MATERIALS</b>					
C4.2.3	Excavating of materials in cuttings, material obtained					
C4.2.3.1	Soft excavation	m3		4000		
C4.2.7	Removal of unsuitable stable cut material to spoil					
C4.2.7.1	In layer thicknesses of 200 mm and less	m3		4000		
<b>C4.2</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<p><b>C5.2 FILL</b></p> <p>C5.2.2 Fill construction</p> <p>C5.2.2.1 Normal fill material in compacted layer thicknesses of 200 mm and less:</p> <p>(a) Compacted to 90% MDD</p>		m3		4000		
<b>C5.2</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C11.1</b>	<b>PITCHING, STONEMWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION</b>					
C11.1.2	Stone pitching					
C11.1.2.2	Grouted stone pitching with mortar	m <sup>2</sup>	LI	200		
C11.1.2.3	Grouted stone pitching on a concrete bed	m <sup>2</sup>	LI	100		
<b>C11.1</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C11.2</b>	<b>NON-STRUCTURAL GABIONS</b>					
C11.2.1	Foundation trench excavation:					
C11.2.1.1	Excavating all material situated within the following depth ranges below the surface level					
(a)	0 m to 1,5 m	m <sup>3</sup>	LI	300,00		
C11.2.2	Surface preparation for bedding the gabion boxes and mattresses	m <sup>2</sup>	LI	288,00		
C11.2.3	Gabion boxes and mattresses:					
C11.2.3.1	Galvanized gabion boxes (Length 2m, depth 1m, width 1m and nominal diameter of mesh wire 2.7mm, mesh size 80mm x 100mm)	m <sup>3</sup>	LI	240,00		
C11.2.3.3	Galvanized gabion mattresses (Length 2m, depth 1m, width 0.3m and nominal diameter of mesh wire 2.7mm, mesh size 80mm x 100mm)	m <sup>3</sup>	LI	70,00		
C11.2.4	Geotextile (Grade A4)	m <sup>2</sup>	LI	800,00		
<b>C11.2 TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C11.8</b>	<b>LANDSCAPING AND PLANTING PLANTS</b>					
C11.8.3	Preparing the areas for grassing:					
C11.8.3.3	Topsoiling within the road reserve where the following materials are used:					
(a)	Topsoil obtained from within the road reserve or borrow areas	m <sup>3</sup>	LI	300		
C11.8.4	Grassing					
C11.8.4.5	Hand sowing	m <sup>2</sup>	LI	2000		
<b>C11.8</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C13.1</b>	<b>FOUNDATIONS</b>					
C13.1.2	Additional foundation investigations:					
C13.1.2.1	Provisional sum allowed for additional foundation investigations	Prov Sum		1	R90 000,00	R 90 000,00
C13.1.2.2	Handling costs and profit in respect of item C13.1.2.1	%		90 000		
C13.1.3	Excavation:					
C13.1.3.1	Excavating soft material situated within the following successive depth ranges:					
(a)	0 m up to 1,5 m	m3		100		
(b)	> 1,5 m and < 3,0 m	m3		50		
C13.1.3.2	Extra over subitem C13.1.3.1 for excavation in hard material irrespective of depth	m3		20		
C13.1.6	Access and drainage:					
C13.1.6.1	Access	Lump Sum		1		
C13.1.6.2	Drainage	Lump Sum		1		
C13.1.7	Backfill to excavations utilising:					
C13.1.7.1	Material from excavation	m <sup>3</sup>		800		
C13.1.7.2	Imported material	m <sup>3</sup>		400		
C13.1.9	Fill within a restricted area (extra over item C5.2.2)	m <sup>3</sup>		200		
C13.1.14	Foundation fill consisting of:					
C13.1.14.1	Rock fill using 100mm-300mm dump rock and fines, covered with a heavy filter fabric (U44)	m3		30		
C13.1.14.5	Concrete blinding (75mm minimum thickness and class 15/19)	m3		5		
<b>C13.1 TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C13.2</b>	<b>FALSEWORK, FORMWORK AND CONCRETE FINISH</b>					
C13.2.2	Vertical formwork to provide					
	(a) Class F1 surface finish to :					
	(i) Concealed vertical faces of Abutments, Return Walls and Apron slab	m <sup>2</sup>	LI	230		
	(ii) Foundation Slab	m <sup>2</sup>	LI	100		
	(b) Class F2 surface finish to:					
	(i) Exposed vertical faces of Abutments and Return	m <sup>2</sup>	LI	180		
	(ii) Exposed vertical faces of Piers and Deck	m <sup>2</sup>	LI	700		
	(c) Class F3 surface Finish:					
	(i) Exposed vertical faces of the Bollards	m <sup>2</sup>	LI	120		
C13.2.3	Horizontal formwork to provide class F2 surface finish to:					
	(a) Deck soffit	m <sup>2</sup>	LI	500		
<b>C13.2 TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C13.3</b>	<b>STEEL REINFORCEMENT</b>					
C13.3.1	Reinforcement for:					
C13.3.1.1	Foundation slab, Piers, Deck slab and Abutments					
(a)	Mild-steel bars	t	LI	1		
(b)	High yield stress steel bars	t	LI	66		
<b>C13.3 TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C13.4</b>	<b>CONCRETE</b>					
C13.4.1	Cast in situ concrete.					
C13.4.1.1	Strength concrete (class 30/19):					
	(a) Piers and Deck slab including Bollards	m <sup>3</sup>	LI	120		
	(b) Abutments and Return Walls including Approach slab	m <sup>3</sup>	LI	70		
	(c) Foundation slab	m <sup>3</sup>	LI	160		
<b>C13.4 TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C13.8</b>	<b>ANCILLARY STRUCTURAL ELEMENTS</b>					
C13.8.10.2	Weep holes:					
	(a) 12mm dia. PVC	No		36,00		
C13.8.12	Synthetic-fibre filter fabric (type indicated and	m2		50		
<b>C13.8 TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C13.10</b>	<b>PAINTING OF MINOR STRUCTURES</b>					
C13.10.1	Painting:					
C13.10.1.1	(a) Waterproofing all exposed surfaces of structure using Dynasylan BH or similar approved	m2	LI	600		
	(b) Bituminous coating to all surfaces in contact with earth fill	m2	LI	50		
<b>C13.10 TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
<b>C14.3</b>	<b>DEMOLITION AND REMOVAL OF STRUCTURAL CONCRETE AND STEELWORK</b>					
C14.3.1	Demolition of steel or concrete members or elements					
C14.3.1.1	Full member or element (Existing Structure)	m <sup>3</sup>		45		
<b>C14.3 TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C20.1	<b>TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP</b>					
C20.1.2	Special tests requested by the Engineer					
C20.1.2.2	Employer's contribution to other special tests					
(a)	Specify test	Prime Cost		1	R90 000,00	R 90 000,00
(a.i)	Handling costs and profit in respect of item C20.1.2.2(a)	%		R 90 000,00		
C20.1	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

**SCHEDULE A: ROADWORKS - SUMMARY**

CHAPTER	DESCRIPTION	FROM PAGE	AMOUNT
C1.2	GENERAL REQUIREMENTS AND PAYMENT		
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS		
C1.4	FACILITIES FOR THE ENGINEER		
C1.5	ACCOMMODATION OF TRAFFIC		
C1.6	CLEARING AND GRUBBING		
C1.7	LOADING AND HAULING		
C3.1	DRAINS		
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES,		
C4.2	CUT MATERIALS		
C5.2	FILL		
C11.1	PITCHING, STONEMWORK, CAST IN SITU CONCRETE FOR PROTECTION		
C11.2	NON-STRUCTURAL GABIONS		
C11.8	LANDSCAPING AND PLANTING PLANTS		
C13.1	FOUNDATIONS		
C13.2	FALSEWORK, FORMWORK AND CONCRETE FINISH		
C13.3	STEEL REINFORCEMENT		
C13.4	CONCRETE		
C13.8	ANCILLARY STRUCTURAL ELEMENTS		
C13.10	PAINTING OF MINOR STRUCTURES		
C14.3	DEMOLITION AND REMOVAL OF STRUCTURAL CONCRETE AND		
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP		
<b>TOTAL SCHEDULE A: ROADWORKS</b>			

<b>C2.3 SUMMARY OF BILL OF QUANTITIES</b>		
<b>SCHEDULE</b>	<b>FROM PAGE</b>	<b>AMOUNT</b>
TOTAL SCHEDULE A: ROADWORKS		R -
<b>SUBTOTAL 1</b>		
CONTINGENCIES (10% of Subtotal 1)		
<b>SUBTOTAL 2</b>		
VAT (15% of Subtotal 3)		
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER</b>		

Signed on behalf of the Tenderer: ..... (Signature)

Date: .....

Tenderer's Name: ..... (Company Name)

**DISCLAIMER**

Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct and all changes have been incorporated as no claims will be entertained in this regard afterwards. Accordingly, we confirm that the hard copies of the original tender document and the tender addenda are to be regarded to contain the correct items and quantities.

<b>Approved by Tpa Consulting cc</b>
Name: .....
Signature.....
Date.....

## PART C3 SCOPE OF WORKS

	DESCRIPTION	Page(s)
C3.1	DESCRIPTION OF THE WORKS	
C3.1.1	Employer's Objectives	C3.2
C3.1.2	Overview of the Works	C3.2
C3.1.3	Extent of the Works	C3.2
C3.1.4	Temporary Works	C3.2
C3.1.4	Construction Program and Method	C3.2
C3.1.5	Location of the Works	C3.3
C3.1.6	Temporary Works	C3.3
C3.2	ENGINEERING	C3.4
C3.2.1	Design	C3.4
C3.2.2	Employer's Design	C3.4
C3.2.3	Contractor's Design	C3.4
C3.2.4	Drawings	C3.4
C3.2.5	Design Procedure	C3.4
C3.3	PROCUREMENT	C3.5
C3.3.1	Preferential Procurement	C3.5
C3.3.2	Subcontracting	C3.5
C3.4	CONSTRUCTION	C3.6
C3.4.1	Work Specification	C3.6
C3.4.2	Site Establishment	C3.7
C3.4.3	Plant and Materials	C3.26
C3.4.4	Construction Equipment	C3.26
C3.4.5	Existing Services	C3.27
C3.4.6	Variations and additions to the SANS Standardized Specification and Particular Specifications	C3.27
C3.5	MANAGEMENT	C3.128
C3.5.1	Management of the Works	C3.128
C3.6	HEALTH AND SAFETY	C3.133
C3.6.1	Health and Safety Requirements	C3.133
C3.6.2	Protection of the Public	C3.134
C3.6.3	Barricades and Lighting	C3.134
C3.6.4	Traffic Control on Roads	C3.134
C3.6.5	Measures Against Disease and Epidemics	C3.134
C3.6.6	Aids Awareness	C3.134

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## STATUS

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

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

### C3.1 DESCRIPTION OF THE WORKS

#### C3.1.1 Employer's Objectives

Construction of Emarasteni Bridge is to ease the crossing of community during the flooding seasons and to prevent the deviation of motorist during the overflow of the bridge.

Road Class is R4 (Class R4 rural collector road as per TRH 26)

The project must provide employment opportunities to the many unemployed people in the communities.

#### C3.1.2 Overview of the Works

The entails the construction of 9 x 2400mm x 2400mm cast insitu bridge 25.6m length and 6m wide.

#### C3.1.3 Extent of the Works.

The scope of works for the project includes the following:

- Accommodation of traffic and maintaining of By-passes,
- Excavations of materials including coffer dam and by-pass
- Backfilling of materials using excavated and imported materials
- Cast in-situ Concrete and Formwork: in 250mm floor slabs for concrete cast in-situ including formwork, joints and Class U2 finish for (i) Class 25/19 concrete
- Cast in-situ Concrete and Formwork: in 150mm top slabs including formwork, joints and Class U2 finish for (i) Class 25/19 concrete
- 2400mm x 2400mm cast in-situ concrete structure
- Cast in-situ Concrete and Formwork: in inlet and outlet structures, skewed ends, catchpits, manholes, wing walls, thrust and anchor blocks including Class U2 finish: (i) Class 25/19 concrete
- Reinforcing Steel using: (a) Welded Steel Fabric - Mesh Ref. No. 880 (b) Welded Steel Fabric - Mesh Ref. No. 395
- Stone Pitching: Grouted stone pitching
- Gabions (a) Galvanized gabion boxes (i) Length 1m, depth 1m width 2m and nominal diameter of mesh wire 2.7 mm, mesh size 80 mm x 100 mm
- (c) Galvanized gabion mattresses (i) 0,3 mm deep, width 1 m, length 2 m mesh size 80 mm x 100 mm nominal diameter of mesh size 2,2 mm, and 1 m diaphragm spacing
- (d) Filter fabric (kaytech grade A4 or similar)

- Guardrails and necessary bridge signage Guardrails on timber posts: (a) Galvanized (b) Bridge adaptors
- MASS EARTHWORKS (a) Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 6,0 km (a) Gravel sub base layer compacted to: (i) 93% of modified AASHTO density, compacted layer thickness 150mm (c) Gravel base (un-stabilized gravel) compacted to: (ii) 95% of modified AASHTO density, compacted layer thickness 150 mm

#### **C3.1.4 Temporary works**

The following items shall generally form the majority of temporary works required under this Contract, however shall not be limited to such, and might be expanded or changed by the Employer's Agent should circumstances on site validate such decisions. These works will be as follows:

- Clearing site and surroundings to create accessible working areas as required;
- Provide Contractor's Camp site and Contractor's site office;
- Provide site and administrative personnel, including security staff etc as required;
- Setting out of the works by the contractor;
- Monitor and report levels as construction progresses;
- Manage all site staff, CLO and local labourers, plant, equipment and materials etc
- Manage all required quality control procedures as specified and as instructed by Employer's Agent;
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act;
- Attend official Site Meetings scheduled and chaired by the Employer's Agent, and managed sufficient additional meetings on site with all personnel and CLO to ensure compliance with the OHS Act and to ensure progress on site according to the accepted Construction programme

The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. All works are envisaged to be constructed by labour-based techniques wherever practicable,

#### **C3.1.5 Construction Programme and Method**

Early completion of the works is of prime importance.

Immediately after the handing over of the site, the Employer's Agent and the Contractor shall discuss the order of procedure and methods in which the Contractor shall carry out the works, in order to give priority to certain parts of the works and to avoid delays with the contract, and ensure that the existing works operate continuously during the construction period, after which the Contractor shall compile and submit to the Employer's Agent, within (2) two weeks, a Gantt chart showing the construction program.

The Contractor shall use excavation methods, which will prevent damage to existing structures and pipe work. Any costs for the repair of damages due to the Contractor's activities shall be borne by the Contractor.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Employer

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

Sufficient photos of the existing infrastructure must be taken by the Contractor and handed over to the Employer's Agent before such operations commence. No payment will be made in this regard and it shall be deemed covered in the preliminary and general items.

#### C3.1.6 Location of the Works

The project location is in ward 11 of Abaqulusi Local Municipality, Zululand District Municipality in the province of KwaZulu-Natal. The GPS co-ordinates are as follows: START (S 27° 47' 15.80" E 30° 49' 25.79") END (S 27° 47' 25.79" E 30° 49' 26.3")

#### C3.1.7 Temporary Works

No specific temporary work is required by the Employer.

### C3.2 ENGINEERING

#### C3.2.1 Design

- a) The Employer is responsible for the design of the permanent works as reflected in the Contract Documents unless otherwise stated.
- b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- c) The Contractor shall supply all details necessary to assist the Employer's Agent in the compilation of the as-built drawings.

#### C3.2.2 Employer's Design

The design of the Works was done on behalf of the Employer by Professional Consulting Agents.

#### C3.2.3 Contractor's Design

Not applicable

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

#### C3.2.4 Drawings

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

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

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

The Drawings prepared by the Employer for the permanent Works are listed at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

#### C3.2.5 Design Procedure

Not applicable.

### C3.3 PROCUREMENT

#### C3.3.1 Preferential Procurement

##### C3.3.1.1 Requirements

Preferential procurement requirements apply as set out in the Preference Schedules of Abaqulusi Local Municipality and in accordance with the resource standard pertaining to targeted procurement.

##### C3.3.1.2 Resource standard pertaining to targeted procurement

The edition of the document pertaining to the Municipality Supply Chain and Procurement Management, current at the time of close of tender shall apply.

#### C3.3.2 Subcontracting

##### C3.3.2.1 Scope of mandatory subcontract works

Unless specified elsewhere, the total value of subcontract works shall not exceed 30% of the contract value

##### C3.3.2.2 Preferred subcontractor's/suppliers

Subject to approval by the Employer's Agent prior to the appointment of the subcontractor

##### C3.3.2.3 Subcontracting procedures

Subject to approval by the Employer's Agent prior to the appointment of the subcontractor

##### C3.3.2.4 Attendance on subcontractors

Subject to approval by the Employer's Agent prior to the appointment of the Contractor

##### C3.3.2.4 Labour Workforce

On this Contract, it is the intention that work is provided for Targeted Labour, namely Local Labourers of the local communities during the excavation of the Works. Labourers and workers of the local communities required by the Contractor shall be targeted, recruited and appointed for work.

##### C3.3.2.4 Labour Workforce

Where practical and economically feasible, construction work should be undertaken using labour-intensive methods. The Contractor shall employ labourers, artisans and sub-contractors for the execution and completion of this work.

Some of the activities, which may be considered as being suitable to be undertaken by labour-intensive methods, include the following:

- excavations
- bedding of pipelines

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Contractor

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Employer

- laying of pipelines
- backfilling of pipelines
- loading of material into trucks
- Loading and spreading of materials
- Grass cutting
- Physical eradication of undesirable vegetation
- Removal of existing paving
- Relaying of paving blocks
- Brickwork
- Painting

The Contractor and his subcontractors shall ensure that they enter into a Contract of Employment with each employee engaged on the labour-intensive aspects of this Contract. The Engineer shall require copies of the contracts with the Employees or Subcontractor's Employees.

### **Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)**

The Contractor is required to 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 the 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 is required to 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 the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, 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 Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any ### projects:

- Protective overalls
- Protective footwear

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Contractor

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Employer

- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

**MEASUREMENT AND PAYMENT**

Add the following:

<b>ITEM</b>	<b>UNIT</b>
B ### Extra over sub-item for branding of EPWP PPE .....	Lump Sum

Measurement shall be as specified for pay item ##.## of the standard specifications.

**THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Employer

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## C3.4 CONSTRUCTION

### C3.4.1 Work Specification

#### C3.4.1.1 Applicable Standardized Specification

### **PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**B1 Project Specifications Relating to the Standard Specifications and Other Additional Specifications**

Section	1100	Definitions
Section	1200	General Requirements and Provisions
Section	1300	Contractor's Site Establishment on Site and General Obligations
Section	1400	Housing, Offices and Laboratories for the Engineer's Site Personnel
Section	1500	Accommodation of Traffic
Section	1600	Overhaul
Section	1700	Clearing and Grubbing
Section	2100	Drains
Section	2200	Prefabricated Culverts
Section	3100	Borrow Materials
Section	3300	Mass Earthworks
Section	3400	Pavement Layers of Gravel Material
Section	3500	Stabilisation
Section	3600	Crushed Stone Base
Section	4100	Prime Coat
Section	4200	Asphalt Base Surfacing
Section	5100	Pitching, Stonework and Protection Against Erosion
Section	5200	Gabions
Section	5500	Fencing
Section	5600	Road Signs
Section	5900	Finishing the Road and Road Reserve
Section	8100	Testing Material For Workmanship
Section	8400	Painting
C10.01	8100	Dayworks

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

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002) : Targeted Construction Procurement

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and  
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

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**PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

In certain clauses in the standard, standardised and particular specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains the necessary 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 relevant clause or payment item in the standard specification.

The number of a new clause or 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, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

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## **SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

### **B1202 SERVICES**

*Delete and replace the words:*

“Clause 15 of the general conditions of contract” in the first sentence of the eleventh paragraph with Clause 12 of the General Conditions of Contract for construction works 2004 edition.

### **B1205 WORKMANSHIP AND QUALITY CONTROL**

*Add the following:*

Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.

### **B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS**

*Delete the entire contents of the first paragraph and the following words in the first sentence of the sixth paragraph.*

“and of clause 14 of the general conditions of contract.”

*Add the following:*

The contractor will be responsible for verifying all dimensions of existing structures before preparing fabrication shop drawings or setting out the works.

The Engineer’s approval of shop drawings or dimensions does not remove the responsibility for the work from the Contract.

Where services are to be connected to, the Contractor will verify the dimensions of these services before preparing shop drawings or ordering of materials.

### **B1209 PAYMENT**

*Amend sub clause (e) Materials on site by deleting and replacing the words :*

“Clause 6 of the general conditions of contract” in the first sentence of the first paragraph with Clause 6 of the General Conditions of Contract for construction works 2015 edition.

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

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*Delete and replace the words in the first paragraph :*

“Clause 5.14.2 of the general conditions of contract” in the forth line of the first sentence with Clause 5.14.2 of the General Conditions of Contract for construction works 2015 edition.

**B1212 ALTERNATIVE DESIGNS AND OFFERS**

*Add the following to the end of sub clause (m) :*

"The provision for contract price adjustment in the original tender summary must not under any circumstances be altered in an alternative tender"

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

*Delete and replace the words in the first paragraph:*

“Clause 5.12 of the general conditions of contract” in the first line of the first sentence with Clause 5.12 of the general conditions of contract for construction works 2015 edition.

*Add the following after the first paragraph:*

Method (ii) (Critical-path method) shall be used on this contract.

**Method (ii) (Critical-path method)**

*Delete and replace the words in the second paragraph with the following:*

Replace the word "five-day" in the second paragraph with "six-day".  
The value of "n" is zero (0).

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

*Delete and replace the words in the first paragraph:*

“Clause 8.1 of the general conditions of contract” in the second line of the first sentence with Clause 8.1 of the General Conditions of Contract for construction works 2015 edition.

**B1224 THE HANDING-OVER OF THE ROAD RESERVE**

*Add the following:*

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The full extent of the road reserve will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

**B1229 SABS CEMENT SPECIFICATIONS**

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

**B1230 ENVIRONMENTAL IMPACT CONTROL**

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Plan (EMP) included in Particular Specification C3.3 of this document, which provides, inter alia for:

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances be allowed.
- (e) 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 bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the

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necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.

- (f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed authorised disposal facilities.
- (g) Control of invader species of plants.
- (h) Clearing shall be limited to the road prism and, where applicable, detours, which shall be sited in consultation with the Engineer and the local communities.

No separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for Item 13.01(c) but any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item.

#### **B1231 WORKMEN'S COMPENSATION ACT**

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

The manner in which Workmen's Compensation shall be handled shall be resolved by the Contractor at the commencement of the contract.

#### **B1232 CARE OF WORKS, DAMAGE, INJURY AND INSURANCE**

Compliance with Road Traffic Act:

When a service necessitates vehicles or plant travelling or working on a public road the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he is driving or operating.

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic.

The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

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

**B1302 PAYMENT**

*Add the following at the end of Item 13.01(1).*

"..... and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

*Add the following new pay item:-*

Item		Unit
B13.02(a)	Services for Community Liaison Officer	
Prov Sum		
	The CLO will be paid <b>R4500/pm</b> . Contractor will only claim Handling fee under item B13.02 (b)	
B13.02(b)	Handling cost and profit in respect of sub-items B13.02(a)	
%		
B13.03	Information Board	
	Supply, transport to site and erect contract signboard (No.)	Number
	as indicated on drawing	

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**SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S  
SITE PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

(a) **General**

Delete the fourth sentence in the first paragraph of Sub-clause 1402 (a) and replace with:

Office buildings shall have timber or concrete floors covered with edge-to-edge foam-backed needle-punched carpeting, and laboratory buildings shall have concrete floors.

Add the following new paragraph at the end of this sub-clause:

The offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the contractor's offices and laboratory, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorised entry to the Engineer's offices and laboratories and to ensure the general security of the offices and laboratories.

**B1401 MEASUREMENT AND PAYMENT**

Amend the following pay items under item:

**B14.11 Electronic Equipment rental**

Item	Unit
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14.11 The contractor shall provide an internet connection for the sole use of Engineer's Representative.

**B14.12 Civil Engineering Student Technician**

Item	Unit
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## **SECTION 1500 : ACCOMMODATION OF TRAFFIC**

### **B1501 SCOPE**

Add to Clause 1501 the following:

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned.

### **B1502 GENERAL REQUIREMENTS**

#### **(a) Safety**

Add to Sub-clause 1502(a) the following:

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

#### **(b) Providing Temporary Deviations**

Add to Sub-clause 1502(b) the following :

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.'

It is a condition of this contract that not more than 1.5 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

(i) **Traffic Safety Officer**

Add to Sub-clause 1502(i) the following :

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of 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 9:30 and by 16:30, 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 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 5 tons and shall be equipped with a high visibility rear panel as shown on Figure 24 of Road Signs Note No.13. 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, three 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.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

- (ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractor's activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.
- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

Add the following new Sub-clauses to Clause 1502 :

(j) **Public traffic**

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(k) **Failure to comply with provisions**

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all

work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for

reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

(l) **Access to work area**

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(m) **Extension of time for completion**

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

**B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

Replace the first sentence of the first paragraph of Clause 1503 with the following:

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Roadworks, and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

Replace the third paragraph of Clause 1503 with the following:

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Roadworks, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer. Typical arrangements expected to be used in the Contract are given on the tender drawings.

However, this shall not absolve the Contractor of his obligations in preparing traffic

management plans as per this Project Specification.

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

**(b) Road signs and barricades**

Add to Sub-clause 1503(b) 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, or lost, or stolen.

All temporary road signs 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 for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the Contract are those designated in Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilising a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the sign posts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be deemed to be covered by the tendered rates of items B15.03.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply to the requirements, the work on that section will be suspended without any compensation to the Contractor.

**(c) Channelisation devices and barricades**

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sand bags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all

deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks.

(e) **Warning devices**

Add to Sub-clause 1503(e) 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 shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the 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.

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.

Add the following New Sub-clauses to Clause 1503 :

(g) **Other signs and facilities**

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform with the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers.”

Cones shall be manufactured and positioned in accordance with the details specified on the drawings.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) **Safety jackets**

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with two jackets. Payment for Engineer`s jackets will be as deemed to be included in rates for accommodation of traffic item 15.01

**B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS**

Amend Clause 1513 as follows :

In the third line of the third paragraph, delete “4 km” and replace with “1 km”.

In the second line of the fourth paragraph, delete the word “four” and replace with “three”. Also, delete “2 km” and replace with “3 km”.

**SECTION 2200 : PREFABRICATED CULVERTS**

**B2217 Manhole, Catchpits**

Should be constructed as per standard detail:

**B2229 Demolition existing catchpits**

Should be demolished as per instruction:

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**B2230 Removing existing pipes**

Should be removed as per instruction.

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**SECTION 6200 : FALSEWORK, FORMWORK AND CONCRETE FINISH**  
**B 6205 CONSTRUCTION**

**(b) Formwork**

(i) General

*Add the following:*

All form ties and other temporary ties through exposed concrete faces shall be provided with recoverable chamfered cones between tube ends and formwork faces to ensure that tube ends are not exposed on concrete surfaces. The cones shall have a minimum depth of 15 mm.

(ii) Formwork to exposed surfaces

*Add the following:*

The formwork at construction joints shall have moulding strips 25mm x 25mm neatly butted and set at the height of the construction joint.

**B 6207 FORMED SURFACES: CLASSES OF FINISH**

*Add the following new sub clause to clause 6207 of the Specifications:*

**(g) Making good tie holes**

All tie holes and other temporary holes shall be made good in an approved manner such that the colour matches that of the adjoining concrete, there is no shrinkage or slumping and the finished surface is flush with the adjoining concrete. The procedure shall be proven by the Contractor submitting a sample completed hole of each type for approval which shall then be regarded as the minimum acceptable standard for all other holes.

**SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES**

**B 6302 MATERIALS**

**(a) Steel bars**

*Add the following after the first paragraph of sub clause 6302(a) of the specifications:*

The engineer may from time to time require the testing of additional samples of reinforcing steel for compliance with the specifications, and in addition with the requirements of Clause 22 of BS 4449/1978 in respect of the rebend test.

**B6306 PLACING AND FIXING**

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

Prior to fixing the steel, samples of the proposed spacers shall be submitted to the engineer along with a written statement for in-situ manufacture, if applicable, for approval.

Overlap of steel reinforcement bars shall be such that the bars lie in a plane parallel to the

nearest side of the concrete element and not perpendicular to it.

### **B6307 COVER AND SUPPORT**

*Replace the second sentence in the second paragraph with:*

Where no cover is indicated, the Contractor shall inform the engineer who shall after consultation with the design engineer indicate the required cover in writing and the construction record drawings shall indicate such cover.

*Add the following to the end of the fifth paragraph:*

Concrete cover blocks shall be made using the same cement and aggregate type as the main concrete with the same water/ cement ratio so that differences in colour, shrinkage, thermal movements and strain are minimised. Cover blocks shall be cured by submersion in water for a minimum of 7 days and thereafter kept submerged in water until immediately before fixing onto reinforcing steel. Where cover blocks, subsequent to fixing, have visually dried out they shall be remoistened by an appropriate method so that they are damp before the placing of concrete.

## **SECTION 6400: CONCRETE FOR STRUCTURES**

### **B6402 MATERIALS**

#### **(a) Cement**

*Remove the colon at the end of the first paragraph, replace it with a comma, and add the following:*

“taking into account the adaption of the new SABS ENV 197-1 code for cements:”

*Add the following new paragraph:*

The type of cement to be used in any concrete element shall take into account the environmental conditions and durability requirements at the location of the site of the Works and shall be selected according to Table B6402/1.

**Table B6402/1: Selection of Cement Type**

<b>Condition of Exposure</b>	<b>Placing Temperature of Concrete</b>	<b>Type of Cement*</b>
1. MODERATE Concrete surfaces above ground level and protected against alternately wet and dry conditions caused by water, rain and sea-water spray	< 20°C	CEM II A – S CEM II B – S
	20°C - 30°C	CEM II A – S CEM II B – S CEM II A – V (or W) CEM II B – V (or W) CEM III A
2. SEVERE Concrete surfaces exposed to	< 20°C	CEM II A – S CEM II B – S

hard rain and alternatively wet and dry conditions	20°C - 30°C	CEM II A – S CEM II B – S CEM II A – V (or W) CEM II B – V (or W) CEM III A
3. VERY SEVERE Concrete surfaces exposed to aggressive water, sea-water spray or a saline atmosphere	< 20°C	CEM II B – S 42.5 CEM III A CEM II B – V 32.5
	20°C - 30°C	CEM II B – S CEM III A CEM II B – V
4. EXTREME Concrete surfaces exposed to the abrasive action of sea water or very aggressive water	< 20°C	CEM II B – S CEM III A
	20°C - 30°C	CEM II B – S CEM III A

Notes\*

1. CEM I cements shall only be used in environments where concrete is not prone to chloride attack i.e. in inland drier environments.
2. Where a strength class of 42,5 or greater is required, and the placing temperature of concrete is between 20°C to 30°C, a set and hydration retarding admixture shall be used where required so as not to exacerbate bleeding.

Cement types CEM I, II and III may be blended, provided that the final product conforms to the requirements of SABS ENV 197-1 for the proportion of extender used and provided that the proportion of extender in the original unblended cement is known.

**The Environmental Condition of Exposure for this site is SEVERE.**

**(b) Aggregates**

*Add the following new subclause:*

(vi) The maximum chloride ion content of fine aggregate shall be 0,03% by mass of aggregate as measured by SANS 1083:2002. Where concrete is situated in a chloride environment the value shall be reduced from 0,03% to 0,01%.

(vii) The grading of the fine aggregate shall comply with the following table:

<b>Sieve size</b>	<b><u>Cumulative % passing sieve</u></b>	
4 750µm	90 – 100	
2 360µm	75 – 100	
1 180µm	60 – 90	
600µm	40 – 60	
	300µm	20 – 40
	150µm	10 – 20
	75µm	5 – 10

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**(d) Water**

*Delete the second sentence and substitute:*

Water from rivers or from boreholes may only be used if tests conducted by an approved laboratory prove the suitability of the water for concreting purposes. Tests shall be repeated as often as may be deemed expedient by the Engineer.

**(e) Admixtures**

*Add the following subsubclauses:*

(v) Admixtures, which have a retarding effect on the rate of hydration of the cement, may not be used when the concrete temperature is below 20° C.

(vi) A retarding admixture shall be used if temperatures of concrete mixes using cements of strength class 42.5R or 42.5 are between 20 to 30° C or where the ambient temperature is between 20 to 30° C .

**B6404 CONCRETE QUALITY**

**(e) Bleeding**

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

The concrete shall be proportioned with suitable materials that total bleeding does not exceed 0,3mm/cm<sup>2</sup> as measured by ASTM C232-92.

**B6408 CONSTRUCTION JOINTS**

**(a) General**

*Add the following:*

No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer. In all cases the proposed method of forming the joint shall be discussed and agreed with the engineer.

**B6409 CURING AND PROTECTION**

*Add the following to the end of subclause 6409(f):*

Only a curing compound consisting of approved water based low viscosity clear wax emulsion applied in accordance with the manufacturer's instructions may be used.

*Add the following new paragraphs to the end of the clause:*

Where curing by retention of formwork is used as the only method of curing the concrete, it must be left in place for the minimum period specified in Table 6206/1 but in no instance shall it be less than 7 days.

The materials used for formwork shall take into account properties such as thermal insulation and moisture absorption when assessing the suitability of the material, to the approval of the engineer.

If impermeable curing membranes are to be used as a curing method, they shall be installed at the same time as formwork is removed and no portion of a concrete surface may be left unprotected for a period in excess of 2hours. If the surface is an unformed finish e.g. top of deck slab, then the surface must be protected immediately by appropriate methods approved by the Engineer after it is finished, without damage to that surface, since it is vulnerable to plastic shrinkage cracking due to high rates of evaporation while the concrete is still in a plastic state. Plastic shrinkage and settlement shall not be permitted on any of the structural elements since it compromises the durability of the concrete.

All concrete shall be cured for the equivalent moist curing periods as shown in table B6409/1 below:

**Table B6409/1  
EQUIVALENT MOIST CURING PERIODS**

Weather	Minimum moist curing Period (Days)
Normal: 18 to 22°C, 65% RH, Low wind speeds	5
Hot: With drying winds	7
Cold: 5 to 12° C	9

For all deck, piers, parapets and abutment concrete, curing shall be excluded from the make-up of rates for measurement under items B64.01 and 64.02 and paid for separately under pay item B64.07. Where the application of a curing compound is instructed by the Engineer, the type and nominal application rate thereof shall be as specified in the schedule of quantities or to the manufacturer's nominal specified rates.

### **B6410 ADVERSE WEATHER**

*Add the following new subclause:*

#### **(d) Temperature and hydration of concrete**

Site batched concrete: The temperature of concrete at point of delivery shall be within the range 10° C to 30° C. Concrete which has a temperature outside of this range shall not be placed in the structure.

Ready mix concrete: In the case of ready mix concrete the temperature limits at point of delivery shall be as specified in SANS 878 2004 unless the engineer has specified other limits due to specific design requirements. If slump loss occurs at concrete temperatures of

over 30° C and more than two hours after mixing, the concrete shall be rejected. Also if after addition of allowed water the concrete begins to stiffen again such as to place in doubt that full compaction and finishing can be achieved, the concrete shall be rejected.

Care must also be taken not to cast concrete onto hot steel shutters as this might induce cracking.

The rate of hydration of the cement in the concrete shall be such that the concrete can be placed and properly compacted within 2hours after the addition of water to the mix ingredients. The initial set of the concrete shall not be unduly delayed due to inappropriateness of admixtures or cement type, which could promote bleeding.

**Article I.**

**SECTION 6600: NO FINES CONCRETE, JOINTS, BEARING, BOLT GROUPS FOR ELECTRIFI-CATION, PARAPETS AND DRAINAGE FOR STRUCTURES**

**B6606 DRAINAGE FOR STRUCTURES**

**(c) Synthetic-fibre filter fabric:**

*Replace the last paragraph with the following:*

Synthetic-fibre filter fabric shall be:

- manufactured from a polymeric material processed into a continuous, permeable, homogeneous, non-woven sheet, which shall be mechanically, heat or chemically bonded;
- made from polyester, polypropylene or polyethylene.

It shall show no detectable reduction of the specified properties when subjected to chemical and biochemical conditions found in soils or in saline solution, specifically:

- soil and ground water with a pH in the range 4 to 12 (pH to be determined by Method A20, TMH1)
- soil (as paste) and ground water containing salts with a conductance of up to 1,0 Siemens per metre (S/m) (conductivity to be determined by Method A20T, TMH1).

It shall not be attractive to rodents or termites, shall be rot-proof, not support the growth of algae and shall maintain at least 80% of the original tensile strength after direct exposure of 1500 hours to sunlight.

Synthetic-fibre fabric shall be classified according to the following:

Grade	Penetration Load (kN)	Elongation At rupture (%)		Permeability (litre/sq.m/s)
		min	max	
	Min	min	max	Min
A	4,5	10	50	20
B	3,0	20	50	20
C	2,5	20	--	20
D	2,0	20	--	20
E	1,5	20	--	20

The above properties shall be measured in accordance with the test methods of SABS 0221-

1988.

*Add the following subclause:*

**(d) Synthetic fibre filter fabric backing with Netlon pipes and strips**

The drainage shall consist of M65 Netlon drainpipes, DN 1 Netlon drainage strips and Grade B filter fabric placed against the rear faces of the abutments and walls and wrapped around the Netlon pipe as detailed on the drawings.

The filter fabric shall be suitably hung or fixed by approved means to the wall to prevent displacement during backfilling. The drainage pipe shall be placed on a mortar wedge or other impervious material and the bottom of the pipe shall line up with the inverts of the weep holes.

**B6608 MEASUREMENT AND PAYMENT**

*Add the following new pay items:*

**Item**

**Unit**

**B66.27 Synthetic fibre filter fabric backing with Netlon pipes and strips  
metre (m)**

The unit of measurement for synthetic filter fabric backing with Netlon pipes and strips behind barrel walls and wingwalls shall be the square metre measured along the length and height of drained walls.

The tendered rate shall be full compensation for supplying, cutting and installing the filter fabric, drainpipes and drainage strips as specified including overlaps and wastage as well as the 300mm x 75mm concrete bedding strip.

**B6115 MEASUREMENT AND PAYMENT**

**Item**

**Unit**

**B61.08 Rock fill using dump rock and fines, covered with a heavy duty filter fabric  
(U44) m<sup>3</sup>**

The tendered rate shall include full compensation for procuring and furnishing all the materials, equipment and labour necessary to construct the rock fill. The rock fill consist of dump rock and fines to fill the voids while being lightly compacted. Compaction must stop immediately if the rock fill starts heaving

**SECTION 6100: FOUNDATIONS FOR STRUCTURES**

**B6106 FOUNDING**

*Add the following at the end of the last paragraph:*

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Where foundation slabs or pile caps are cast directly against the face of the excavations, the volume of concrete measured for payment shall be the total volume of concrete placed or the volume based on the plan dimensions detailed on the drawings plus a 100mm allowance for over break on each applicable side whichever is the lesser. No formwork to the footing shall be measured when the concrete is cast against the face of the excavations.

**B6108 BACKFILL AND FILL NEAR STRUCTURES**

**(d) Fill within restricted area**

*In the second paragraph replace “93%” with “95%”.*

*Add the following:*

In narrow widths where it is difficult or impossible for appropriate mechanical compaction equipment to be used, the fill material may be substituted with soil Crete with the approval of the engineer.

**B6109 FOUNDATION FILL**

*In the 5th paragraph, 7th line delete “60” substitute “45”.*

*Add the following after the 6th paragraph:*

Concrete blinding shall extend 100mm all rounds beyond the horizontal dimensions of all formed footings to facilitate placing of the formwork, unless otherwise directed by the Engineer.

In the case of structures where excessive ground water is encountered, the blinding layer shall extend over the full plan area of the base of the excavation and beyond the edge of the foundation where required.. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of blinding layer and the actual area of blinding placed subject to a maximum distance of 500mm beyond the edge of the foundation.

**C3.3 PARTICULAR SPECIFICATIONS**

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

**PART C ENVIRONMENTAL MANAGEMENT PLAN**

**PART C : ENVIRONMENTAL MANAGEMENT PLAN**

**C.1 General**

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,

- iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

## **C.2 Training and Induction of Employees**

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

## **C.3 Complaints Register and Environmental Incident Book**

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

## **C.4 Site Cleanliness and Neatness**

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

## **C.5 Access**

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.

Access roads utilised by the Contractor must be maintained in good condition.

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### **C.6 Borrow Pits**

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs (DWA).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWA.

### **C.7 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

### **C.8 Fauna**

- Contractor staff may not chase, catch or kill animals encountered during construction.

### **C.9 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

### **C.10 Grave Sites**

- Gravesites in close proximity to the road must not be disturbed during construction.

### **C.11 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks

associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.

- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

#### **C.12 Noise**

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

#### **C.13 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

#### **C.14 Rivers and Streams**

- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

#### **C.15 Safety**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside

- the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

#### **C.16 Soil Management**

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

#### **C.17 Worker Conduct**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

#### **C.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

#### **C.19 Vegetation**

- Only vegetation falling directly on the route must be removed where

- necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
  - Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

## **C.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

## **EPWP REQUIREMENTS**

### **Personal & Other Protective Equipment** (Sections 8/15/23 or the OHS Act)

The Contractor is required to 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 the 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 is required to 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 the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, 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 Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

## MEASUREMENT AND PAYMENT

Add the following:

ITEM	UNIT
B ### Extra over sub-item for branding of EPWP PPE .....	Lump Sum

Measurement shall be as specified for pay item ##.## of the standard specifications.

**THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.**

### B 13.03 EPWP signboard

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

### B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after

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C3.30

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Contractor

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Employer

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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.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of (insert time) and at other time as the need arises. His normal working day will extend from morning until (insert time) in the afternoon.
  - (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He 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 as illustrated in Part C5.1 of this document (form RDP 12(E)).
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- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
  - (c) "worker" means any person working in an elementary occupation on a EPWP;
  - (d) "elementary occupation" means any occupation involving unskilled or semi- skilled work;
  - (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
  - (f) "task" means a fixed quantity of work;
  - (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
  - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
  - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

**C3.1.7.4 Terms of Work**

- (a) Workers on an EPWP are employed on a temporary basis or contract basis.

**C3.1.7.5 Normal Hours of Work**

- (a) An employer may not set tasks or hours of work that require a worker to work–  
a. more than forty hours in any week

- b. on more than five days in any week; and
- c. for more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

#### **C3.1.7.6 Meal Breaks**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

#### **C3.1.7.7 Special Conditions for Security Guards**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

#### **C3.1.7.8 Daily Rest Period**

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

#### **C3.1.7.9 Weekly Rest Period**

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

#### **C3.1.7.10 Sick Leave**

- (b) Only workers who work for more than 24 hours have the right to claim sick-pay in terms of this clause
- (c) A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- (d) A worker may accumulate a maximum of twelve days’ sick leave in a year
- (e) Accumulated sick-leave may not be transferred from one contract to another contract.
- (f) An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- (g) An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
- (h) An employer must pay a worker sick pay on the worker’s usual payday.
- (i) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (j) absent from work for more than two consecutive days; or
- (k) absent from work on more than two occasions in any eight-week period.
- (l) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse

or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

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

#### **C3.1.7.11 Maternity Leave**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
- a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
- b. if agreed to between employer and worker; or
- c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

#### **C3.1.7.12 Family responsibility leave**

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

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

#### **C3.1.7.13 Statement of Conditions**

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

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

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#### **C3.1.7.14 Keeping Records**

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

- (a) the worker's name and position;
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) in the case of a task-rated worker, the number of tasks completed by the worker;
- (g) in the case of a time-rated worker, the time worked by the worker;
- (h) Proof of payments made to each worker.
- (i) The employer must keep this record for a period of at least three years after the completion of the EPWP.

#### **COMMUNITY PARTICIPATION.**

##### **2.1 Purpose**

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision-making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

##### **2.2 Structure and Composition**

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

##### **2.3 Procedures**

2.3.1 The PLC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

2.3.2 The PLC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

#### **C3.1.7.1 Payment for the Labour-Intensive Component of the Works:**

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

#### **C3.1.7.2 Applicable Labour Law**

The 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 NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

### **C3.1.7.3 Introduction**

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

In this document –

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

### **C3.1.7.11 Maternity Leave**

- (a) A worker may take up to four consecutive months’ unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
  - a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - b. if agreed to between employer and worker; or
  - c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

### **C3.1.7.12 Family responsibility leave**

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

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

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### **C3.1.7.13 Statement of Conditions**

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

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

### **C3.1.7.14 Keeping Records**

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

- (a) the worker's name and position;
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) in the case of a task-rated worker, the number of tasks completed by the worker;
- (g) in the case of a time-rated worker, the time worked by the worker;
- (h) Proof of payments made to each worker.
- (i) The employer must keep this record for a period of at least three years after the completion of the EPWP.

### **C3.1.7.15 Payment**

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A worker may not be paid less than the minimum EPWP wage rate of R##.## per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- (c) A task-rated worker will only be paid for tasks that have been completed.
- (d) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (e) A time-rated worker will be paid at the end of each month.
- (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (g) Payment in cash or by cheque must take place –
  - a. at the workplace or at a place agreed to by the worker;
  - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
  - c. in a sealed envelope which becomes the property of the worker.
- (h) An employer must give a worker the following information in writing –
  - a. the period for which payment is made;
  - b. the numbers of tasks completed or hours worked;
  - c. the worker's earnings;
  - d. any money deducted from the payment;
  - e. the actual amount paid to the worker.
- (i) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

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

**C3.1.7.16 Deductions**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
- repay any payment except an overpayment previously made by the employer by mistake;
  - state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - pay the employer or any other person for having been employed.

**C3.1.7.17 Health and Safety**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
- work in a way that does not endanger his/her health and safety or that of any other person;
  - obey any health and safety instruction;
  - obey all health and safety rules of the EPWP;
  - use any personal protective equipment or clothing issued by the employer;
  - report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**C3.1.7.18 Compensation for Injuries and Diseases**

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**C3.1.7.19 Termination**

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

**C3.1.7.20 Certificate of Service**

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

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

**C3.1.7.21 Contractor's default in payment to Labourers and Employees**

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**C3.1.7.22 Provision of Handtools**

- (a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

**C3.1.7.23 Reporting**

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) Plant utilization returns

Progress report detailing production output compared to the programme of works

**UNEMPLOYMENT INSURANCE FUND**

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

**B1233 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

**Labour-intensive construction methods**

Labour-intensive construction shall mean the economically efficient employment of as great a portion

of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the Site.

#### **Material**

Where possible, the contractor shall source material from within ## km of the site utilizing local labour. The material which may be sourced from site includes:

- Rock for gabions and stone pitching.

#### **Task Based Activities**

Labour Intensive activities are to be planned as task based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

#### **REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME EPWP Project Specification**

**As much as is economically feasible, all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction**

**methods.**

**EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS**

Requirements for the sourcing and engagement of labour.

C.1.1. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

C.1.2. The rate of pay set for the EPWP is R ..... per task or per day.

C.1.3. Tasks established by the contractor must be such that:

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

C.1.4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

C.1.5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

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

C.1.6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

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

**B2204 CONSTRUCTION METHODS**

**Add the following:**

"in all cases where soft founding materials is classified as suitable for culvert beddings construction, the in-situ material shall be ripped, moistened and compacted to 90% to 93% modified aashto density. The depth of preparation and compaction of founding material shall be indicated on drawings as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section"

The generic labour-intensive specification below is the same as SANS 1921-5, construction and management requirement for works contracts- part 5: earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

**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. Stormwater drainage
- c. Low-volume roads & sidewalks

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C3.40

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Contractor

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Employer

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**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.

**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 a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b. cohesive materials:

i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle

of 60° with respect to the horizontal) into the material being used.

**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 upto 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 thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**Trench excavation**

All hand excavateable 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 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic come 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**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**MEASUREMENT AND PAYMENT**

C3.42

Contractor

Employer

**Add the following:**

<b>ITEM</b>	<b>UNIT</b>
B22.01 (C) Extra over sub-item for excavation by hand using hand tool .....	cubic metre (m <sup>3</sup> )

Measurement shall be as specified for pay item 22.01 of the standard specifications.  
The tendered rate shall include full compensation for carrying out the excavation by hand where circumstances prevent the use of mechanical excavators. Va

**PROVISION OF STRUCTURED TRAINING**

**CONTENTS**

1 SCOPE

2 GENERIC TRAINING

3 ENTREPRENEURIAL SKILLS TRAINING

4 INSERVICE TRAINING

5 MEASUREMENT AND PAYMENT

**1 SCOPE**

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

**2 GENERIC TRAINING**

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

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

<b>Course Description</b>	<b>Estimated No. Of Trainees</b>	<b>Estimated Duration (Days)</b>
1. Road safety for construction workers		.....
2. Flagmen		.....
3. Concrete handling, placing and finishing		.....

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4. Guardrails		.....
5. Gravel Road Layer		.....

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

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

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

Such details shall be entered on or attached to Form ##### included herein.

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

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)
- (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
- (e) relevant PPE required for the project works
- (f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

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

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

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

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

### 3 ENTREPRENEURIAL SKILLS TRAINING

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

3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the

engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

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

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

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

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

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

3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

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

Such details of the proposed entrepreneurial training programme shall be entered on schedule of training to be completed by the tenderer.

3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

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

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

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

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

#### **4. IN SERVICE TRAINING**

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

##### **4.1.1 Details of in-service training**

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

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

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

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

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

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

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

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

#### 4.1.2 Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract".

All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

### 5 MEASUREMENT AND PAYMENT

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

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

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

(i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.

(ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

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

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#### **F4. JOB CREATION REPORTING FOR EPWP**

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

##### **F4.1 Type of project data required per project**

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. ***The data that is required to be kept and maintained for each project includes:***

###### **F4.1.1 Beneficiary data**

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

- (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or other unique identifier).
- (b) Beneficiary profiles – nationality, gender, age, education level and disability status.
- (c) Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended and number of calendar days worked.

###### **F4.1.2 Project work data**

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and 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 documentation that should be kept includes:

- (a) Daily attendance register – 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.

###### **F4.1.3 Project payment data**

This generally seeks to confirm what was paid, for how much work and to whom. 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.

***Alternatively,***

- (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.

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*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.*

#### **F4.1.4 Employment output data**

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (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 (FTEs) 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).

The employer's objectives are to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines

#### **Labour-intensive works**

Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

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**C3.5 MANAGEMENT**

**C3.5.1 MANAGEMENT OF THE WORKS**

**C3.5.1.1 Applicable SANS and SANS Standards**

The provisions of these Specifications take precedence over the provisions of any part of SANS 2001 that is applicable to the contract. The variations and additions to these specifications are described in the section “Applicable SANS 1200 Standardized Specifications”.

The SANS 1200 Standardized Specifications listed in C3.4.1.1 are applicable.

**C3.5.1.2 Particular/Generic Specifications**

The Particular Specifications listed in C3.4.6 apply to this Contract.

**C3.5.1.3 Methods and Procedures**

**(a) Maintenance of access and streets**

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item A8.3.2.2 of SANS 1200 A.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

**(a) Blasting operation**

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Employer’s Agent copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or week days after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated. The Contractor shall be

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responsible to note in writing (photographs) the structural status of structures before blasting for comparison after blasting.

**(c) Normal working hours**

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Employer's Agent.

**(d) Interference with municipal staff and operations**

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions or with the operations of the water treatment works in any way.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

**(e) Access for other contractors**

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

**(f) Giving notice of work to be covered up**

The Contractor shall give the Employer's Agent at least 24 hours notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Employer's Agent found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Employer's Agent within 30 days of invoice for all expenses incurred as a result.

**(g) Sequence of the works**

The Contractor shall arrange with the mechanical and electrical Contractor and the Employer's Agent the sequence of the works to ensure the existing plant remains in operation.

**C3.5.1.4 Quality plans and control (Testing)**

Refer to Section C3.4.2.5 (b).

**C3.5.1.5 Environmental Management Plan (EMP)**

**(a) Demarcation of the site**

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For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Employer's Agent.

**(b) Construction camp**

The Contractor shall provide the Employer's Agent with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Employer's Agent at least ten (10) days prior to the commencement date.

**(c) Fencing of site**

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Employer's Agent.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

**(d) Workshops**

All workshops shall be located inside the demarcated construction camp area as approved by the Employer's Agent prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

**(e) Eating areas**

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Employer's Agent. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

**(f) Watchmen**

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

**(g) Ablution facilities**

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The exact location of toilets shall be approved by the Employer's Agent. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Employer's Agent. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

**(h) Solid waste**

"Solid waste" refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Employer's Agent for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

**(i) Wastewater**

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Employer's Agent for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

**(j) Fuel storage area**

Fuel shall be stored on site in a depot at a location as agreed with the Employer's Agent. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

**(k) Concrete batching area**

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Employer's Agent for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

**(l) Equipment maintenance and storage**

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission

must be obtained from the Employer's Agent if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Employer's Agent.

**(m) Materials handling, use and storage**

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Employer's Agent a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Employer's Agent.

Where possible, the Contractor shall ensure that the refuelling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Employer's Agent to refuel at any other place. Contaminated material and wastewater at the refuelling area shall be contained and disposed of correctly.

**(n) Emergency procedures**

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Employer's Agent;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Employer's Agent must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

**(o) Care of surrounding areas**

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

**C3.5.1.6 Planning and programming**

Early completion of the extensions to the water treatment works is important.

The existing water treatment works must remain fully operational.

Immediately after handing over the site, the Employer's Agent and the Contractor will discuss the order of procedure and methods in which the Contractor shall carry out the works. The order of the work shall be such that the mechanical and electrical Contractor is not unnecessarily delayed by the Contractor.

Before handing over a structure to the mechanical and electrical Contractor for the installation of mechanical and or electrical equipment, the Contractor shall ensure the absence of scaffolding, formwork, building materials, rubble or open trenches.

The programme to be furnished by the Contractor to the Employer's Agent for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

**C3.5.1.7 Other Contractors on site**

A mechanical and electrical Contractor will be on site during the latter part of the contract period to install mechanical and electrical equipment. Close cooperation is required between the Contractor and this mechanical and electrical Contractor to ensure neither delays the other.

**C3.5.1.8 Recording of weather**

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted, recorded and confirmed by the signature of the Employer's Agent's Representative on site.

**C3.5.1.9 Format of communications**

All communication regarding the Contract shall be channelled through the Employer's Agent or his representative. Formal contractual communication shall be in writing.

Instructions will only be given by the Employer's Agent or his representative. The Contractor shall not take any instructions from the Employer, the local municipality or the superintendent or operators.

**C3.5.1.10 Progress meetings, planning and programming**

A project progress meeting shall be held monthly on site for the duration of the project on dates to be agreed upon. The Contractor shall be responsible for the venue for the meeting. He will also ensure that the CLO attend all such meetings.

The Contractor shall furnish to the Employer's Agent a Gantt chart programme with the critical path indicated in red. This shall be done on MS Project and shall be furnished in hard copy and electronically to the Employer's Agent.

**C3.5.1.11 Site Diary**

Daily records of plant, personnel, materials, etc., shall be recorded daily by the Contractor and noted in the site diary which will be supplied by the Contractor before the commencement date of the project.

All visitors shall be required by the CLO to complete the site diary.

**C3.5.1.12 Site Instructions**

Only the Employer's Agent or his representative has the mandate to issue site instructions to the Contractor. This will be done in writing in the site instruction book or per facsimile, or per letter or per minutes of the site meeting.

The Contractor shall furnish an A4 site instruction book in triplicate before the commencement date of the Contract.

### **C3.6 HEALTH AND SAFETY**

#### **C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

Before commencement of work, the Contractor shall present to the Employer's Agent his Health and Safety Plan for approval. He shall also appoint a qualified health and Safety Officer in writing and give a copy of the letter of appointment to the Employer's Agent.

The Health and Safety Specification is attached as section C3.4.6 and must be referred to when compiling the Health and Safety Plan.

##### **(a) Construction Regulations, 2014**

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, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 5(1)) of the Construction Regulations 2014.

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.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

#### **C3.6.2 PROTECTION OF THE PUBLIC**

The site is not accessible to the general public. However, the existing water treatment works must remain in operation for the duration of the Contract. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OHS Regulations.

#### **C3.6.3 BARRICADES AND LIGHTING**

All excavations and openings in walls and slabs into which or through which a person may fall, shall be securely barricaded in accordance with the requirements of the applicable OHS Regulations.

**C3.6.4 VEHICULAR AND PEOPLE TRAFFIC CONTROL**

The Safety Officer shall take full responsibility for the vehicular and people traffic control in and around the site. The personnel of the existing water treatment works shall be fully informed and trained by the Safety Officer if required.

**C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

No particular measures have to be taken against disease and epidemics on site.

Untreated water from the Olifants River may not be used for human consumption on the Site.

**C3.6.6 AIDS AWARENESS**

All construction personnel shall be given an Aids awareness briefing by the Safety Officer.

**PART 4: SITE INFORMATION**

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## C4 SITE INFORMATION

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### C4.1 GENERAL

This section describes the site at the time of tender to enable the tenderer to familiarise and to decide upon his method of working and programming and risks.

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### C4.2 SITE LOCATION

The sites are situated within the Abaqulusi Municipality area.



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### C4.3 ACCESS TO SITE AND RESTRICTIONS

Permission as may become necessary shall be the responsibility of the Contractor to obtain.

Having been granted access to works areas by the Employer, other service authorities and private owners, the Contractor shall adhere to any agreed conditions of access and ensure the works area is left in a condition similar to when it was first accessed.

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### C4.4 SECURITY

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

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## **C4.5. BORROW-PIT**

The contractor must take note that the borrow-pit may be available from 1km up to 40km away from site and the road leading to the borrow-pit may result uneven and in natural gravel. The contractor is advised to take note and price accordingly that all necessary costs are factored within the haulage rate. There will be no additional compensation that will be allowed should the contractor fail to take note of the above statement and client may not be held liable for any loss or damage of plant and any property during the haulage.

Kindly note when sourcing G2 crushed material the rate be based on the worst-case scenario, material normally is available from Glencoe quarry which is 75km away from site. A tendered rate for subitem (b) shall include full compensation for procuring and providing the material from commercial source and hauling it from the source to the point on the site where required and processing.

**PRO FORMA**

EXPANDED PUBLIC WORKS PROGRAMME  
CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:  
Address:  
ID:

AND

WORKER

Name:  
Details:  
ID:

1. I am pleased to confirm that you have been appointed to work on a task based employment contract within the Expanded Public Works Programme (EPWP) project. Within this employment contract you will undertake numerous groups of tasks.
2. This employment contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herewith.
3. The project where you will be employed is located at.....
4. This employment contract will start on ..... and on end on .....
5. You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:
  - a) The contractor does not get additional contracts through the EPWP.
  - b) Funding for the programme in your area comes to an end.
  - c) You repeatedly do not perform in terms of the tasks set out in your work programme.
  - d) You have worked a maximum of 24 months within a 60 month cycle.
6. You will be employed as a ..... within the team.
7. While you are working you will report to .....
8. Payment
  - a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
  - b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
  - c) You will only be paid for work completed.
9. In addition to the conditions above, all the terms and conditions of employment on EPWP apply to your employment. If you breach any of these terms your contract may be terminated.
10. Signatures:  
Signed on this ..... day of.....

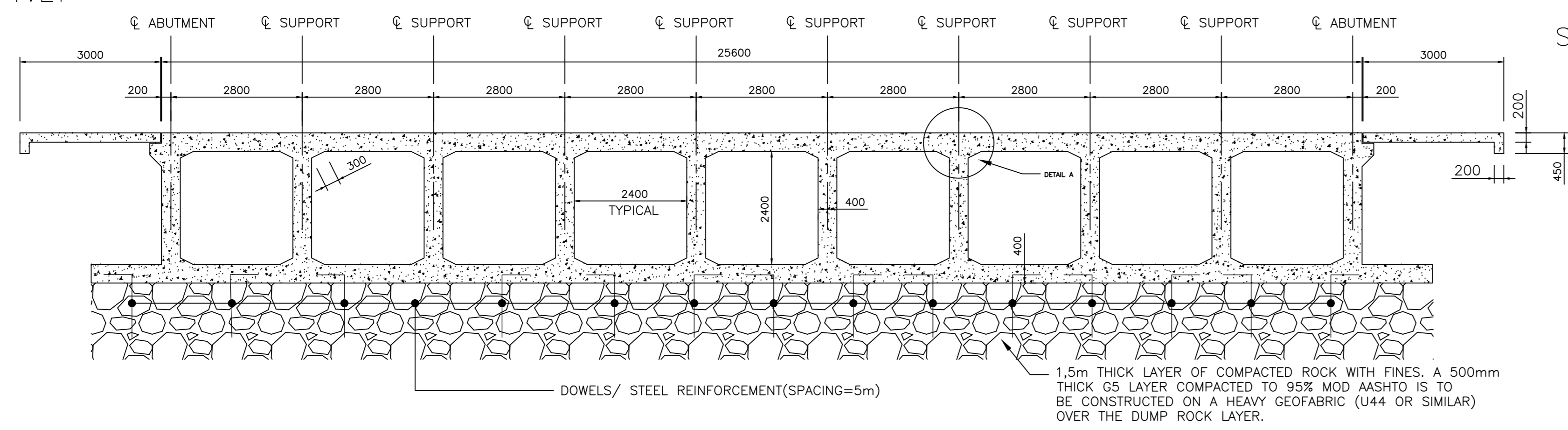
Contractor: ..... Date: .....

Worker: ..... Date: .....

Witness: ..... Date: .....

TO MTHASHANA TVET COLLEGE

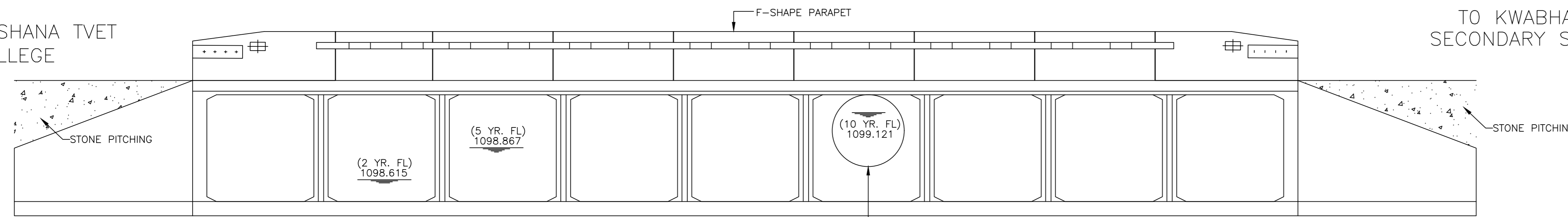
TO KWABHANYA SECONDARY SCHOOL



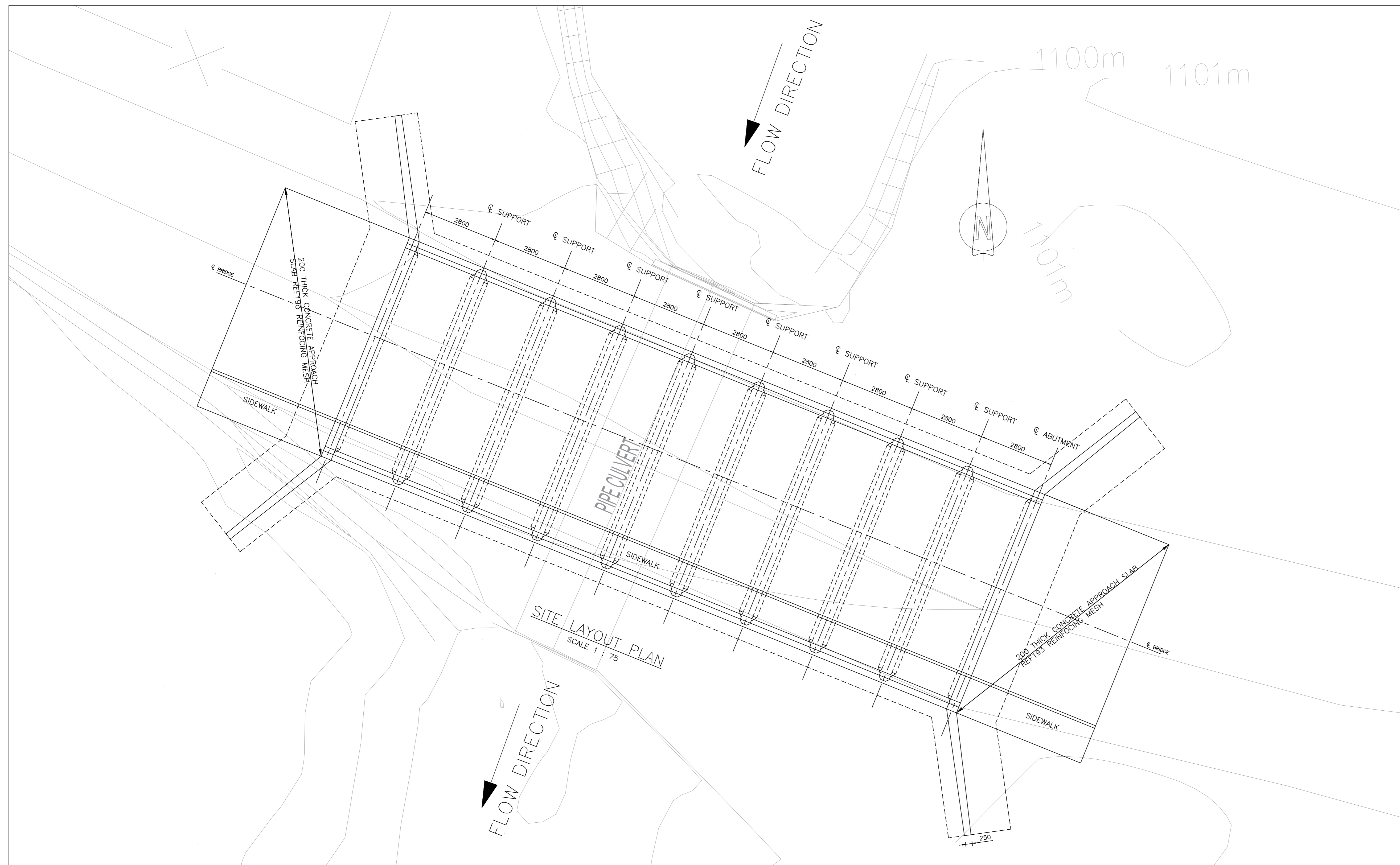
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SCALE 1 : 75

TO MTHASHANA TVET COLLEGE

TO KWABHANYA SECONDARY SCHOOL



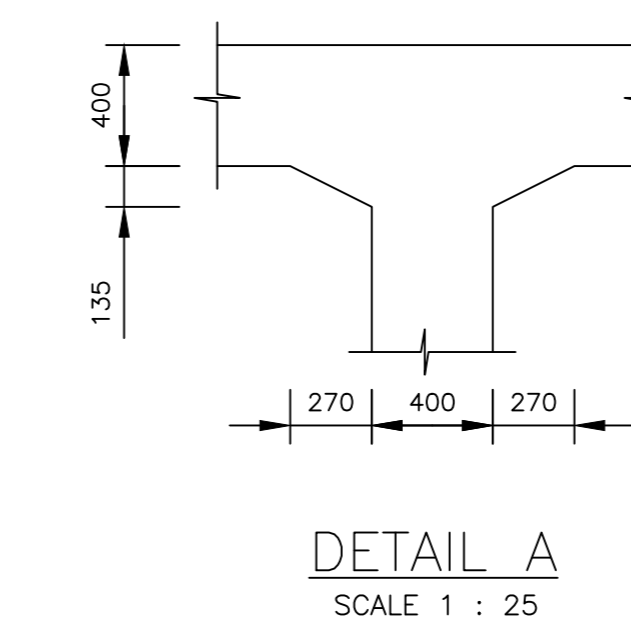
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SCALE 1 : 75



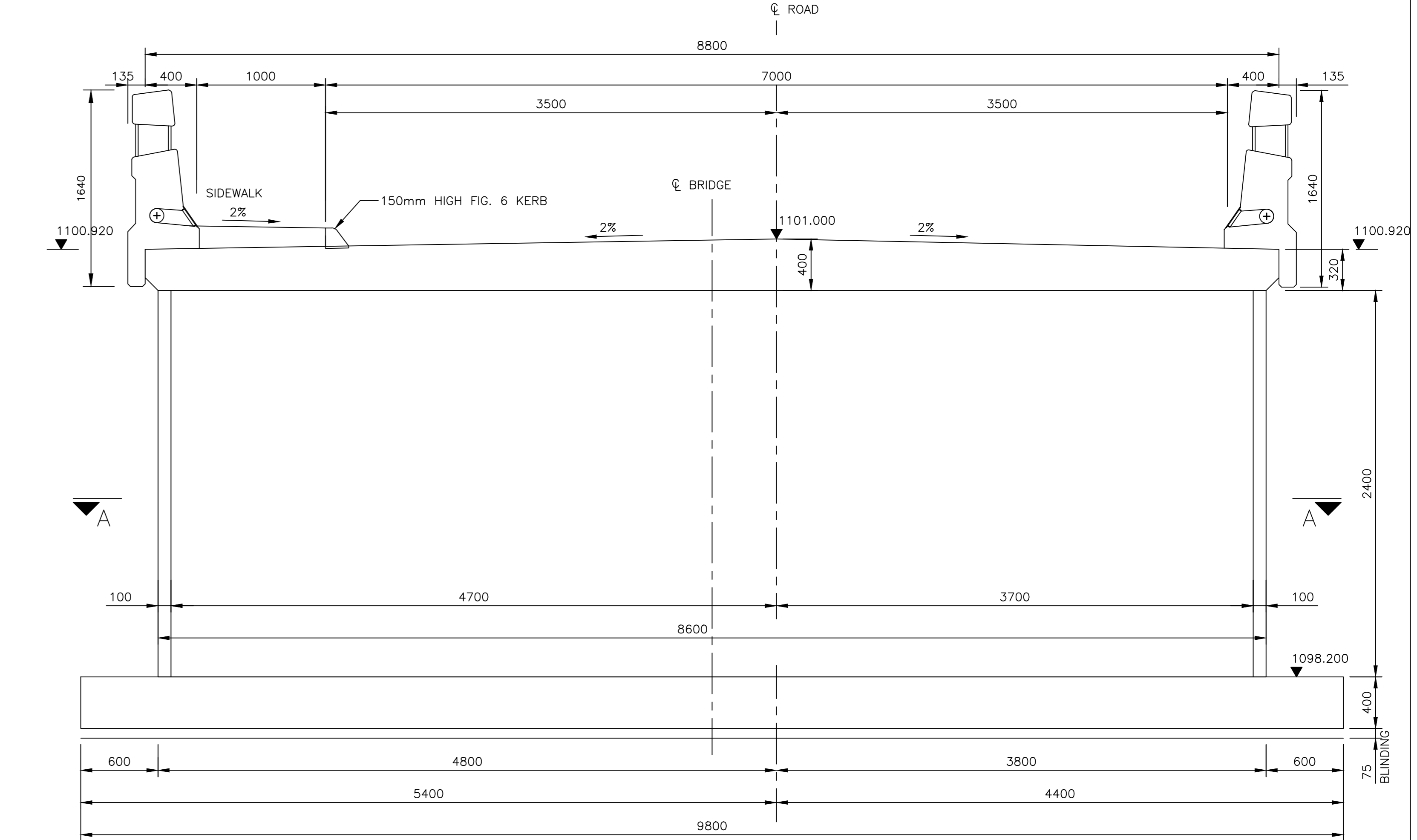
SITE LAYOUT PLAN  
SCALE 1 : 75

NOTES

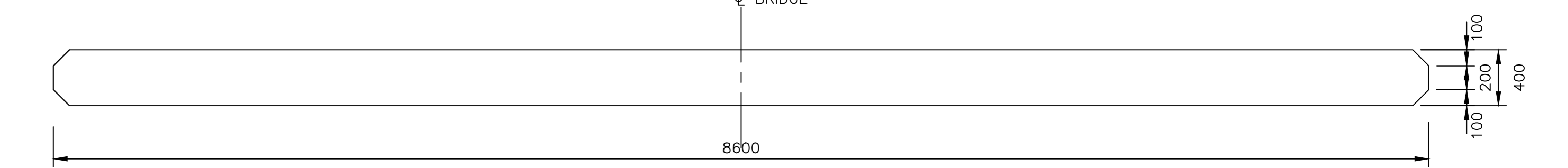
- DESCRIPTION OF STRUCTURE  
THE STRUCTURE IS A NINE CELL (2.4 x 2.4) REINFORCED CONCRETE CULVERT.  
THE ABUTMENTS ARE BOX TYPE SUPPORTED ON A REINFORCED CONCRETE SLAB
- DESIGN CRITERIA  
THE STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH TMH 7 PARTS 1, 2 & 3 (AS AMENDED 1989)  
LIVE LOAD : NA
- STRUCTURAL ANALYSIS & PARAMETERS  
THE STRUCTURE HAS BEEN DESIGNED USING ELASTIC ANALYSIS & LIMIT STATE DESIGN METHODS IN ACCORDANCE WITH TMH 7
  - DENSITIES : CONCRETE : 2550 kg/m<sup>3</sup>  
FILL MATERIAL : 2000 kg/m<sup>3</sup>
  - LATERAL EARTH PRESSURE : 5.6 kN/m<sup>2</sup>/m
  - YOUNGS MODULUS : CONCRETE : 30 MPa : 28 GPa  
40 MPa : 31 GPa  
STEEL : 200 GPa
- QUALITY OF MATERIALS
  - REINFORCING STEEL OF SABS 920  
CHARACTERISTIC STRENGTH  
MILD STEEL : 250 MPa  
HIGH YIELD STEEL : 450 MPa
  - CONCRETE CLASS CHARACTERISTIC STRENGTH  
BLINDING 15/19 MPa/mm 15 MPa  
FOUNDATION SLAB 30/19 MPa/mm 30 MPa  
ABUTMENTS 30/19 MPa/mm 30 MPa  
PIERS 30/19 MPa/mm 30 MPa  
DECK 30/19 MPa/mm 30 MPa  
PARAPETS 30/19 MPa/mm 30 MPa
  - FOUNDING MATERIAL : ENGINEERED ROCK-FILL  
ALLOWABLE BEARING PRESSURE : 100 KPa
- CONSTRUCTION REQUIREMENTS
  - FINISHES  
ALL UNEXPOSED FORMED SUBSTRUCTURE SURFACES : F1  
ALL EXPOSED FORMED SUBSTRUCTURE SURFACES : F2  
ALL FORMED DECK SURFACES : F3  
PARAPETS : F3
  - CONCRETE COVER  
BASES : 50mm  
ABUTMENTS : 40mm  
PIERS : 40mm  
DECK : 40mm  
PARAPETS : 40mm
  - CHAMFERS ON ALL SHARP EDGES  
GENERALLY : 25mm x 25mm  
PARAPETS : 15mm x 15mm



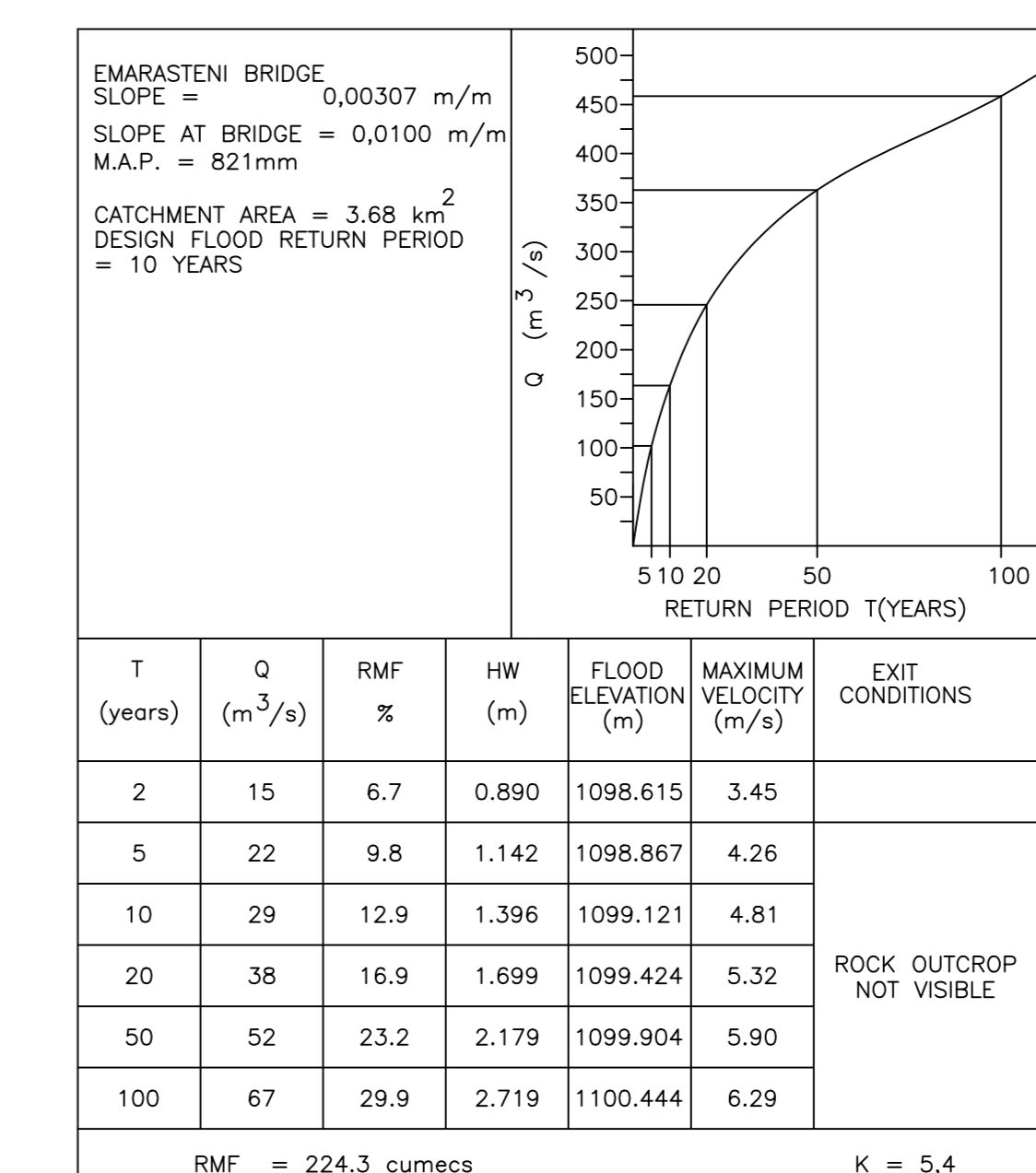
DETAIL A  
SCALE 1 : 25



TYPICAL DECK SECTION  
SCALE 1 : 25

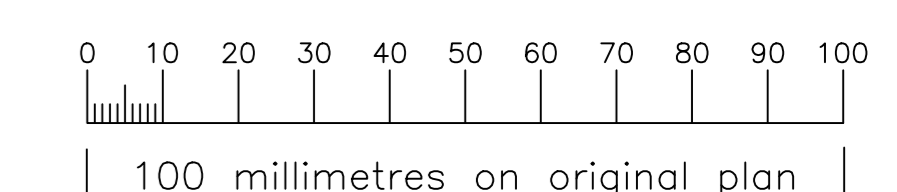


SECTION A-A  
SCALE 1 : 25



HYDRAULIC & HYDROLOGIC DATA

DRAWING No.	DESCRIPTION
305/ST/007	BENDING SCHEDULE
305/ST/006	PARAPETS REINFORCEMENT DETAILS
305/ST/005	REINFORCEMENT DETAILS
305/ST/004	PARAPETS CONCRETE DETAILS
305/ST/003	CONCRETE DETAILS
305/ST/002	FOUNDATION DETAILS AND SETTING-OUT PLAN
305/ST/001	GENERAL ARRANGEMENT



Date	Description	Checked	Signed
03/06/25	Issued For Construction		
AMENDMENTS			

<b>AS BUILT</b>	CAD File Ref:--	Designed by : S. MHLONGO
Supervising Engineer	File Ref:--	Checked by : J. KUNZE
Date		Drawn by : S. MHLONGO
		Checked by : J. KUNZE

Supervising Authority

**ABAQULUSI MUNICIPALITY**



DESIGNED BY: **tpa**

22 MONTROSE BOULEVARD  
VICTORIA COUNTRY CLUB ESTATE  
PIETERMARITZBURG  
3201  
TEL No. 033 347 0325  
FAX No. 086 666 8203

Bridge Engineer

Head: Bridge Office

**THE CONSTRUCTION OF EMARASTENI BRIDGE**

GENERAL ARRANGEMENT

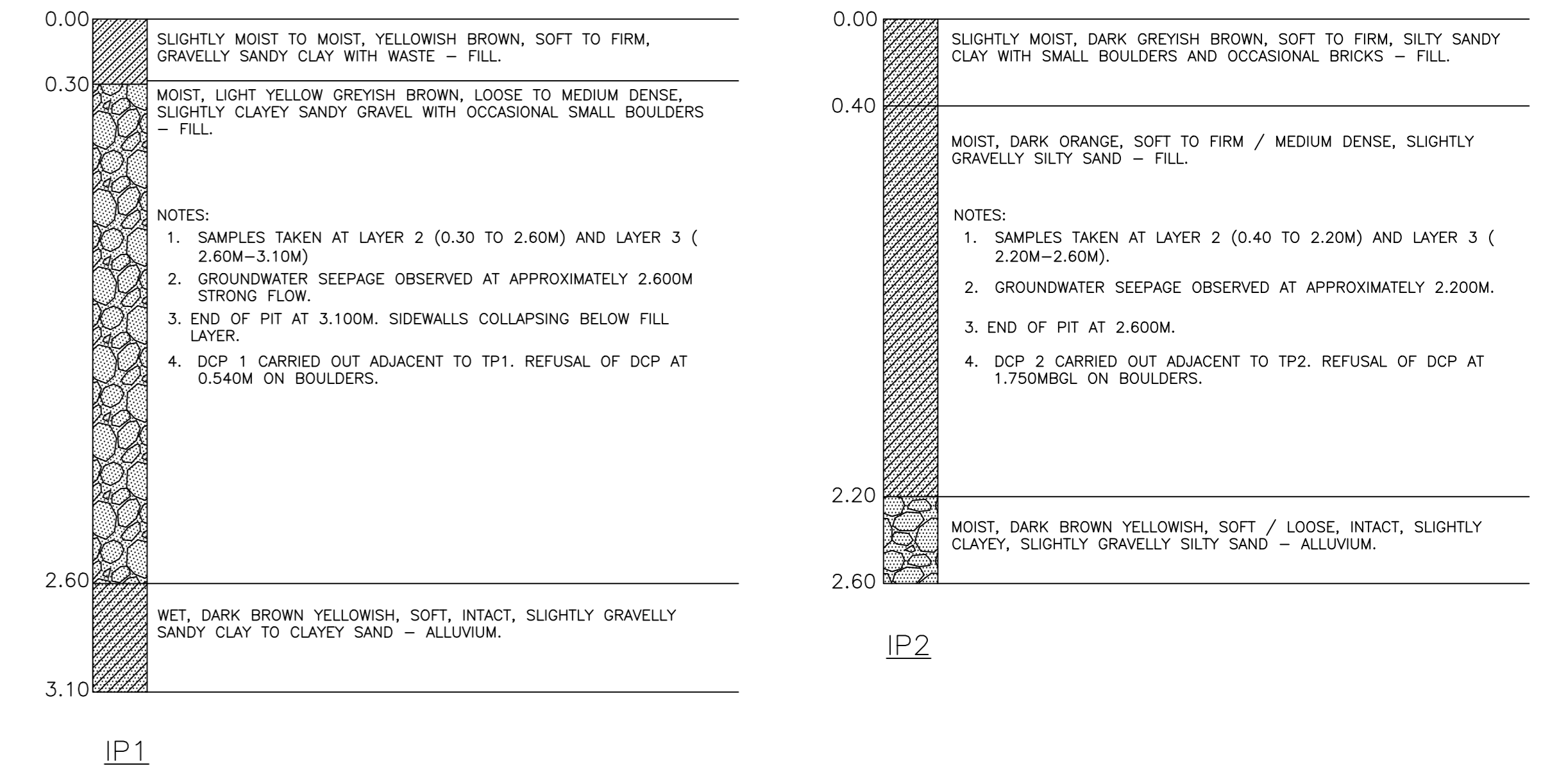
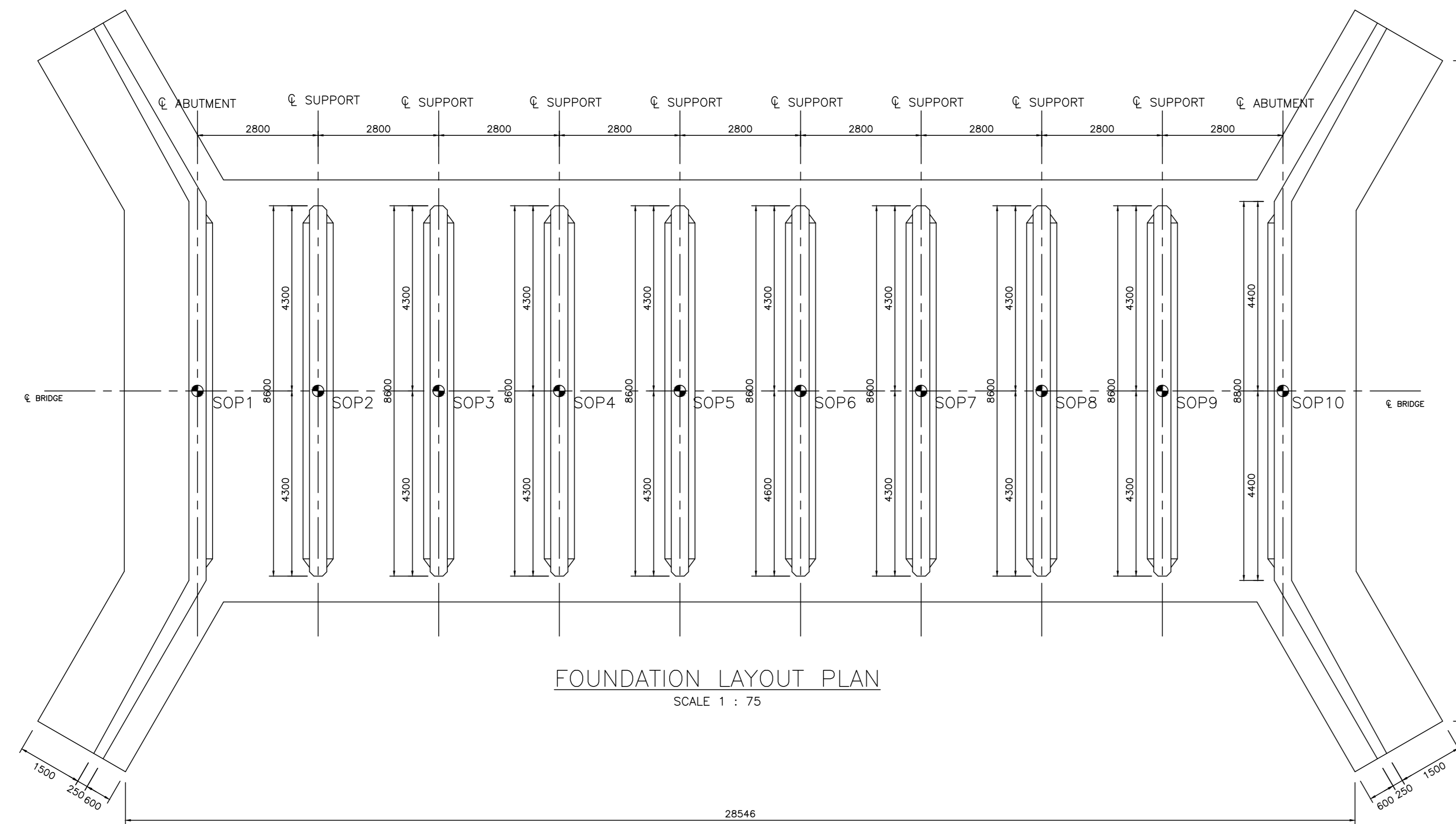
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X = 3 074 934.209

Staked km distance

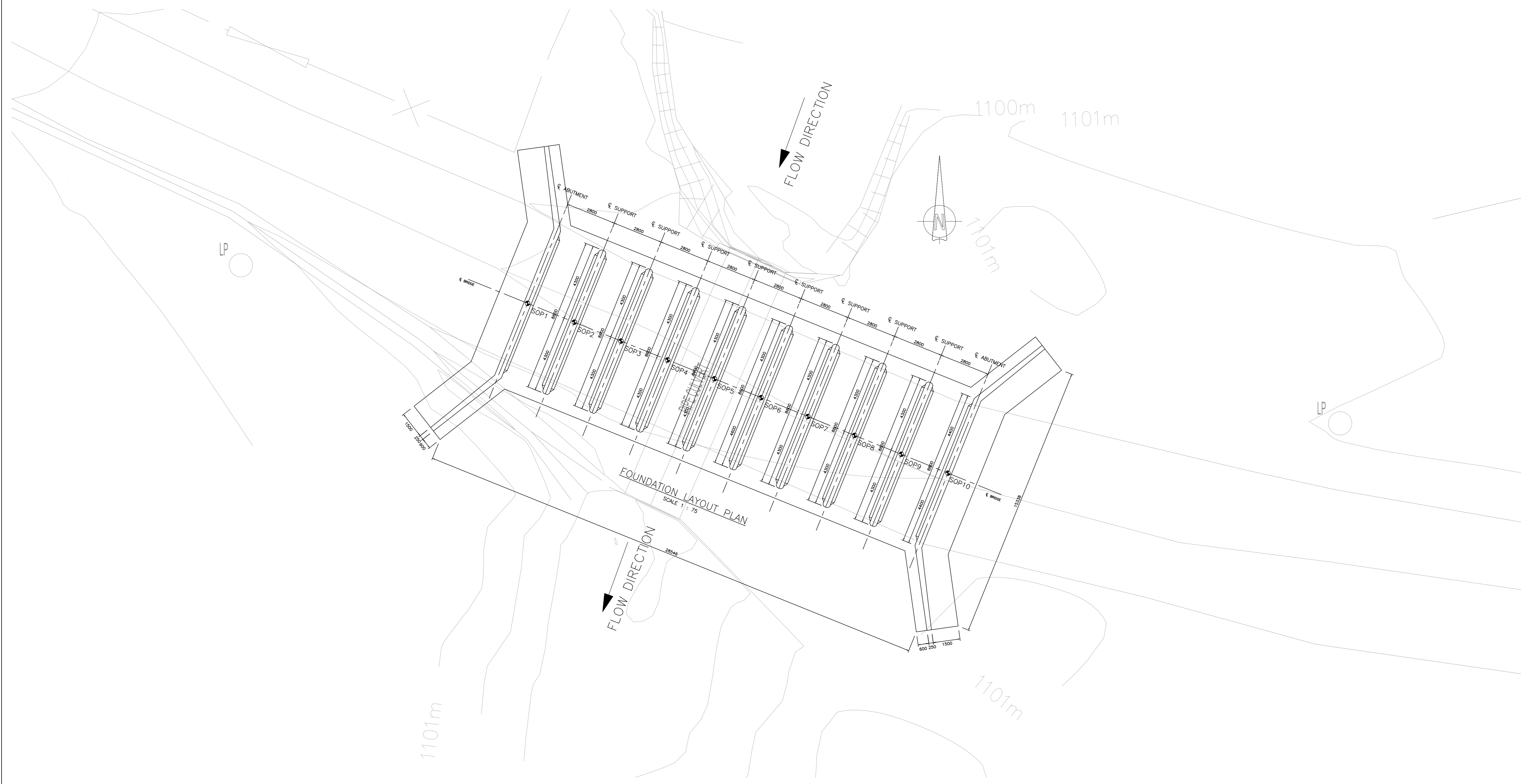
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of : 7

Scale  
AS SHOWN

Plan No :  
**305/ST/001**



GEOTECHNICAL INVESTIGATIONS  
N.T.S

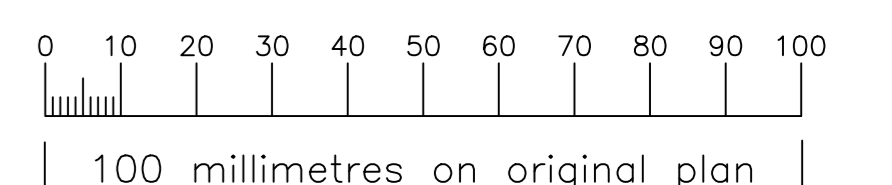


SETTING-OUT CO-ORDINATES WGS84 31°

STATION	INTERNATIONAL METRES		TOP OF BLINDING ELEVATION
	Y	X	
SOP 1	17 369.308	3 074 929.667	1101.000
SOP 2	17 366.712	3 074 930.716	1101.000
SOP 3	17 364.115	3 074 931.764	1101.000
SOP 4	17 361.519	3 074 932.813	1101.000
SOP 5	17 358.923	3 074 933.862	1101.000
SOP 6	17 356.327	3 074 934.911	1101.000
SOP 7	17 353.731	3 074 935.960	1101.000
SOP 8	17 351.135	3 074 937.009	1101.000
SOP 9	17 348.539	3 074 938.058	1101.000
SOP 10	17 345.943	3 074 939.107	1101.000

CO-ORDINATES		WGS84 31°		METRES	
Station	Y	X	Z	Elevations based on : TRIG GPS	
BM1	17 407.327	3 074 905.067	1102.180		
BM2	17 412.285	3 074 916.568	1102.138		
BM3	17 303.247	3 074 962.855	1100.815		
BM4	17 294.804	3 074 926.694	1101.408		



Date	Description	Checked	Signed
03/06/25	Issued For Construction		
AMENDMENTS			

<b>AS BUILT</b>	CAD File Ref:--	Designed by : S. MHLONGO
Supervising Engineer	File Ref:--	Checked by : J. KUNZE
Date		Drawn by : S. MHLONGO
		Checked by : J. KUNZE

Supervising Authority
-----------------------

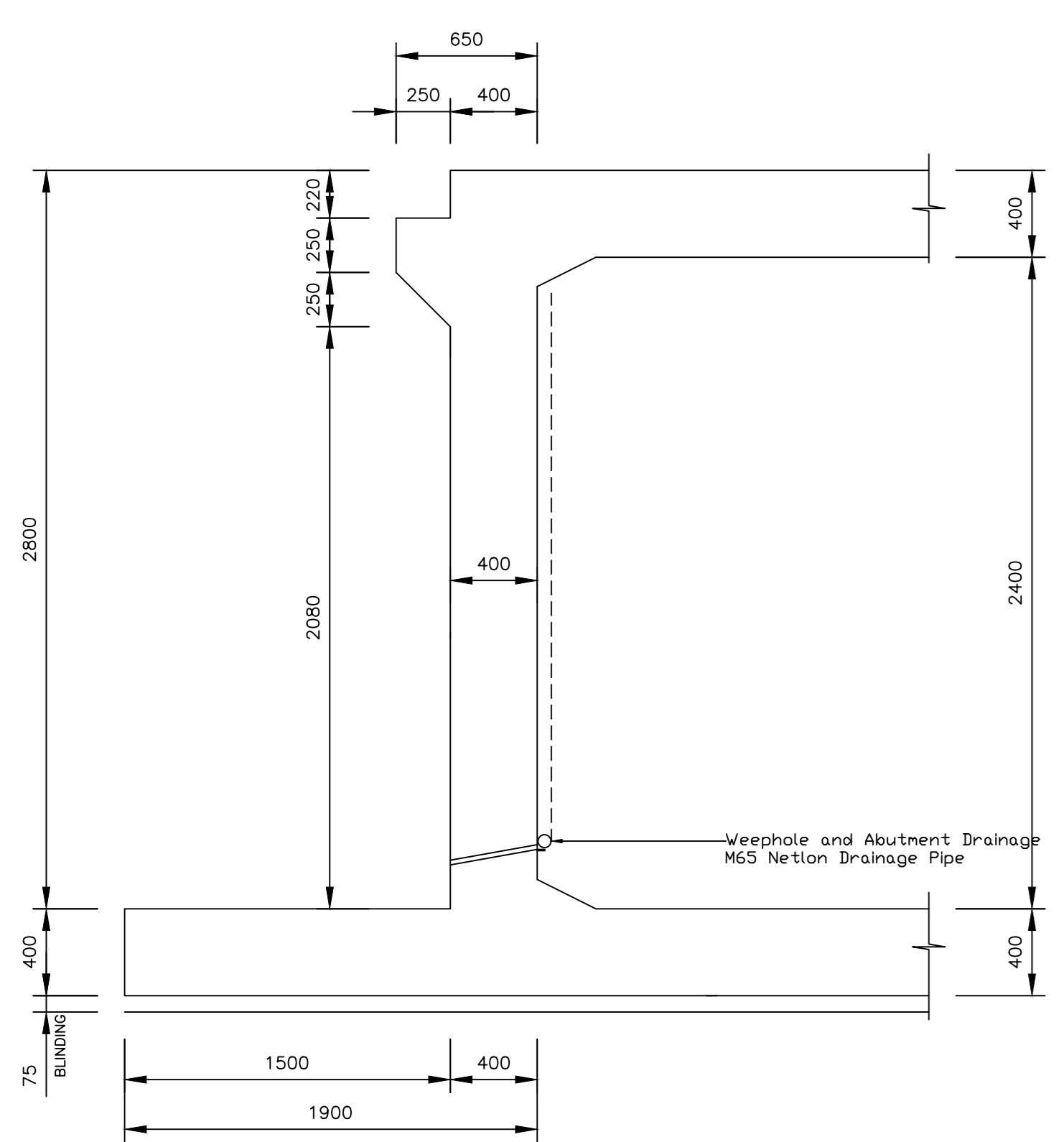
ABAQULUSI MUNICIPALITY



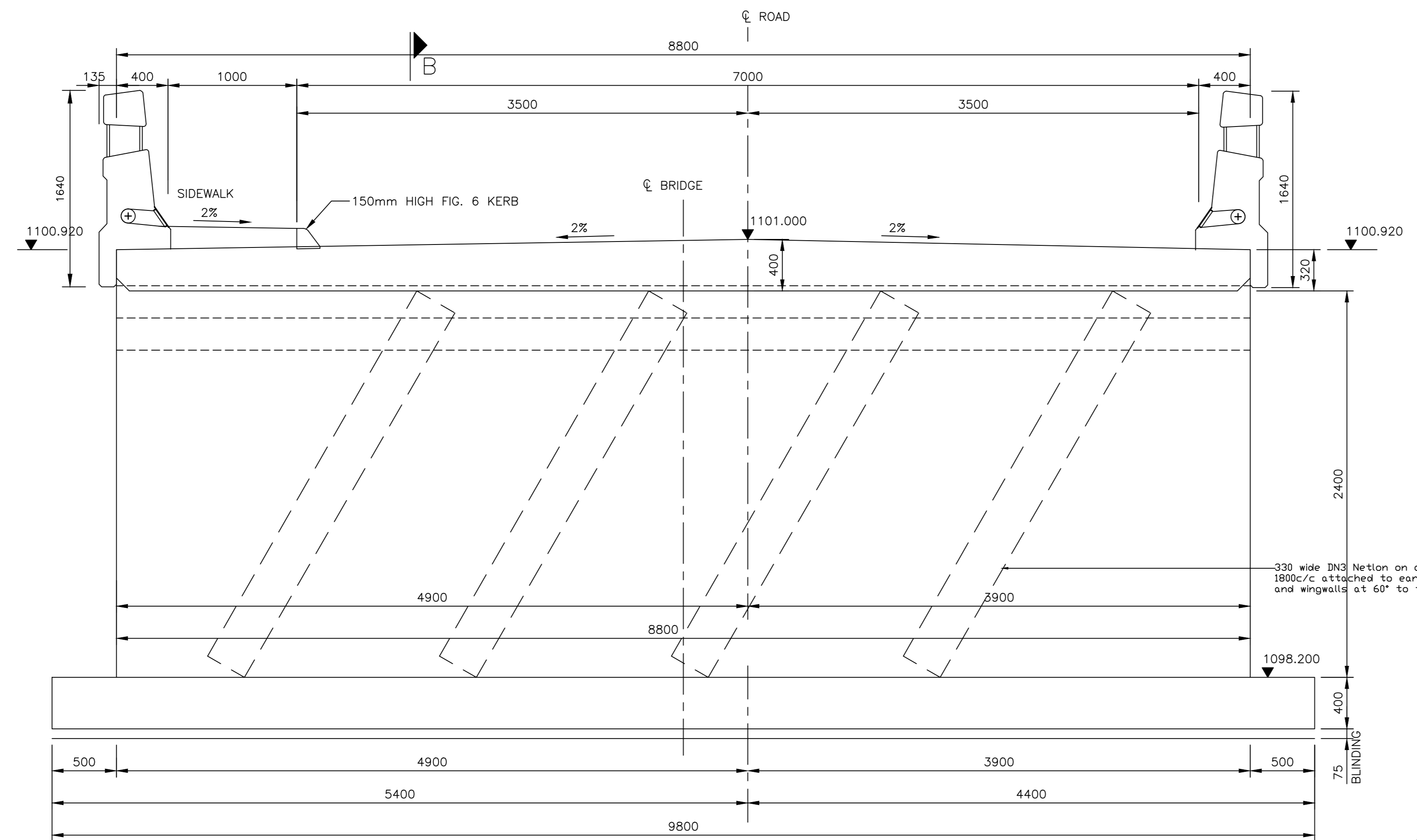
DESIGNED BY:	<b>stpa</b>
22 MONTROSE BOULEVARD	VICTORIA COUNTRY CLUB ESTATE
PIETERMARITZBURG	3201
TEL No. 033 347 0325	FAX No. 086 666 8203
Signature:	Pr. Reg. Number

Bridge Engineer
Head: Bridge Office

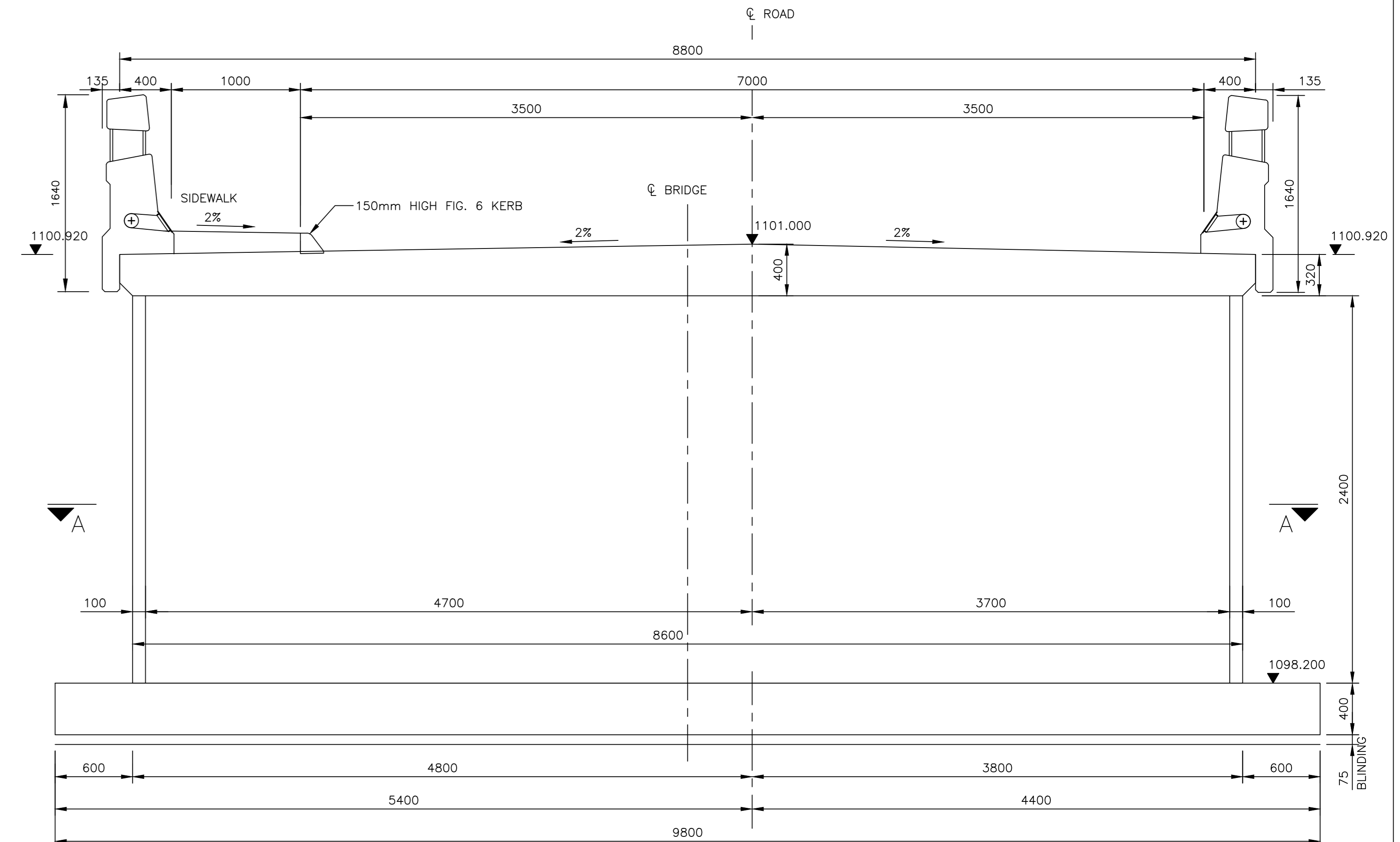
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X = 3 074 934.209		of : 7
<b>THE CONSTRUCTION OF EMARASTENI BRIDGE</b>		
FOUNDATION DETAILS AND SETTING-OUT PLAN		
Scale	AS SHOWN	Plan No : 305/ST/002



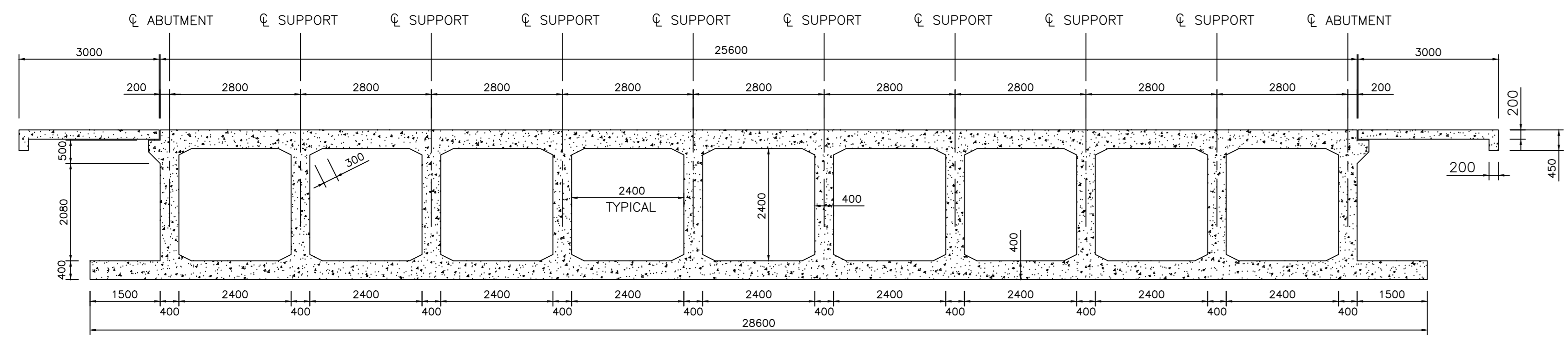
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SCALE 1 : 25



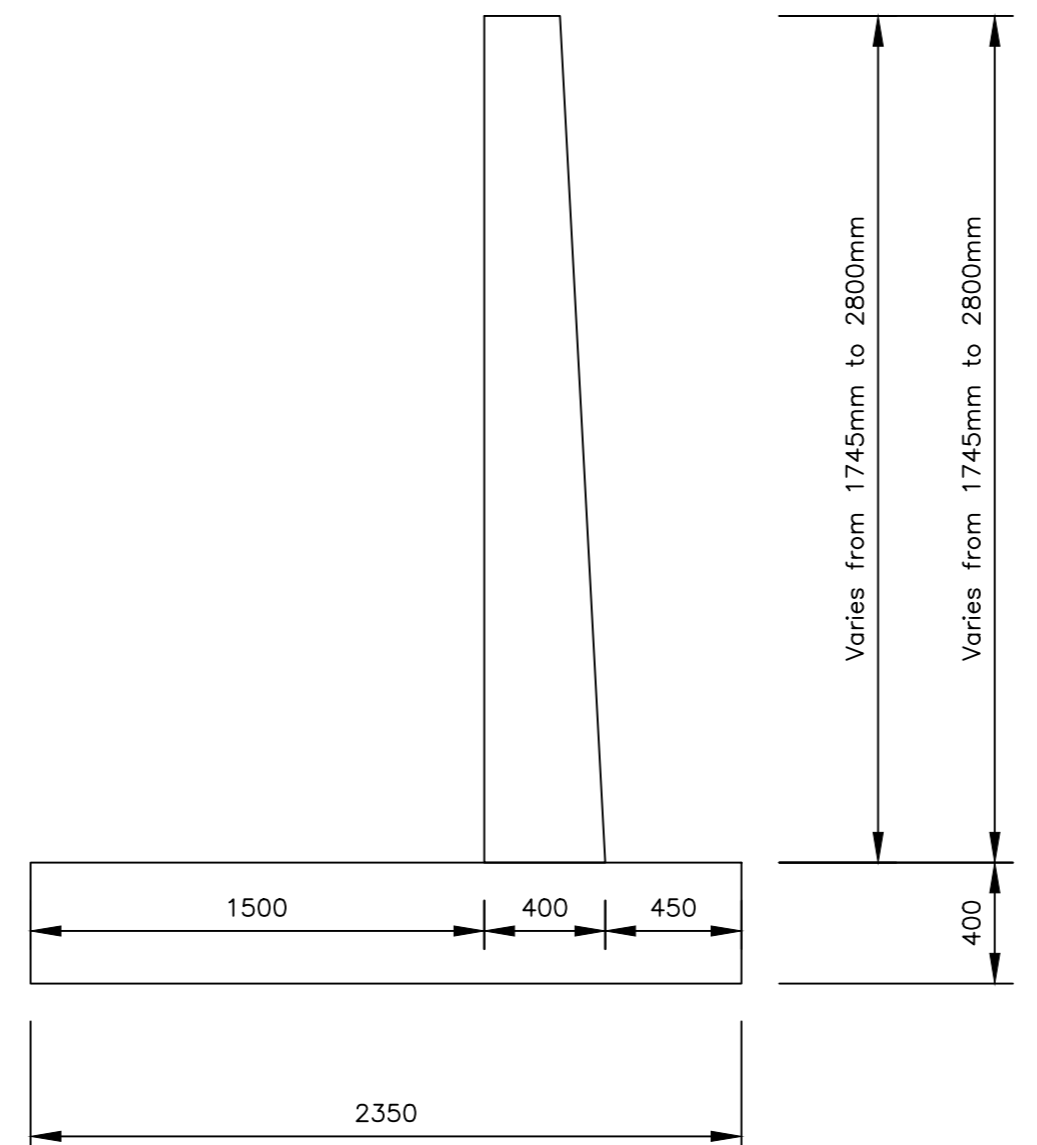
ABUTMENT - FRONT ELEVATION  
SCALE 1 : 25



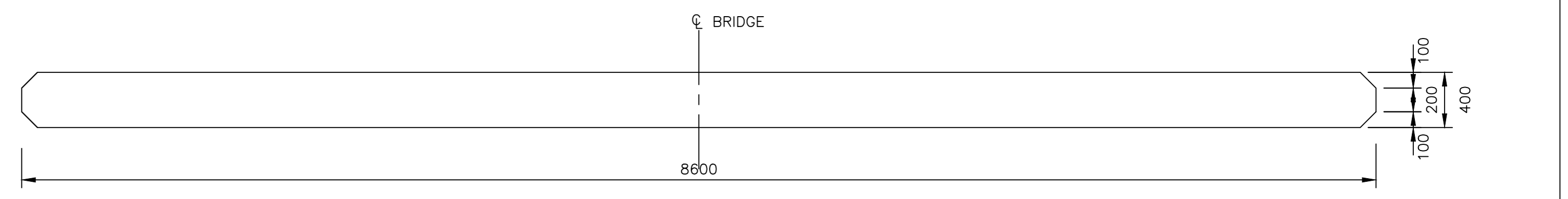
TYPICAL DECK SECTION  
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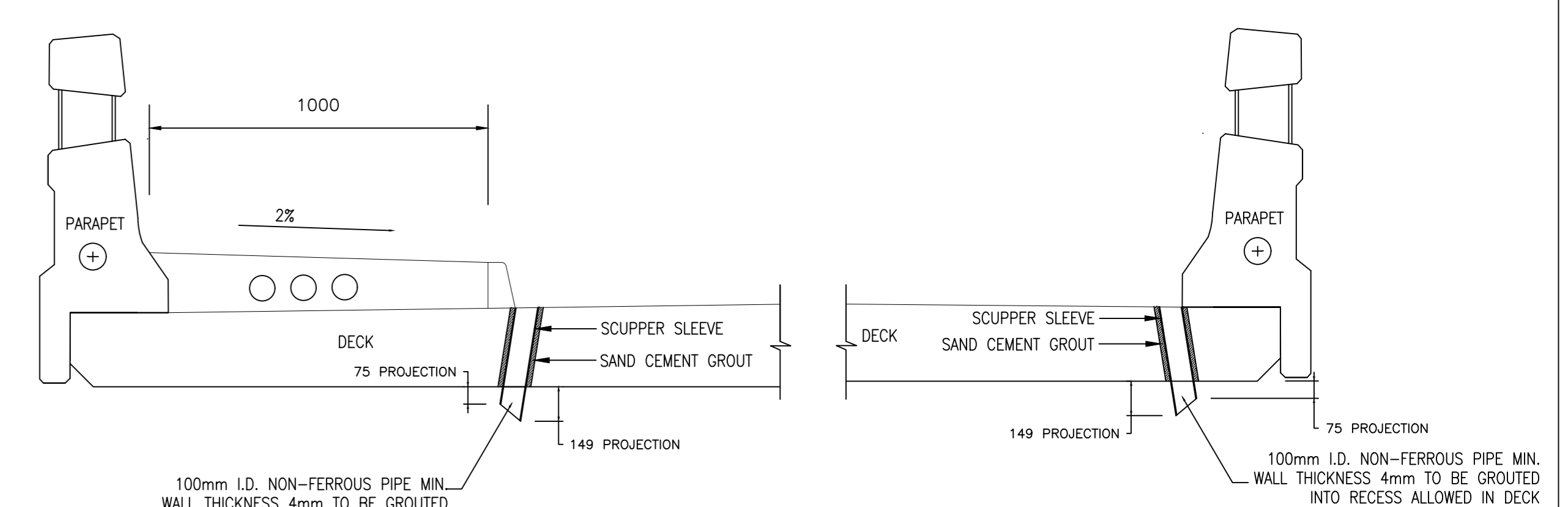
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SCALE 1 : 75



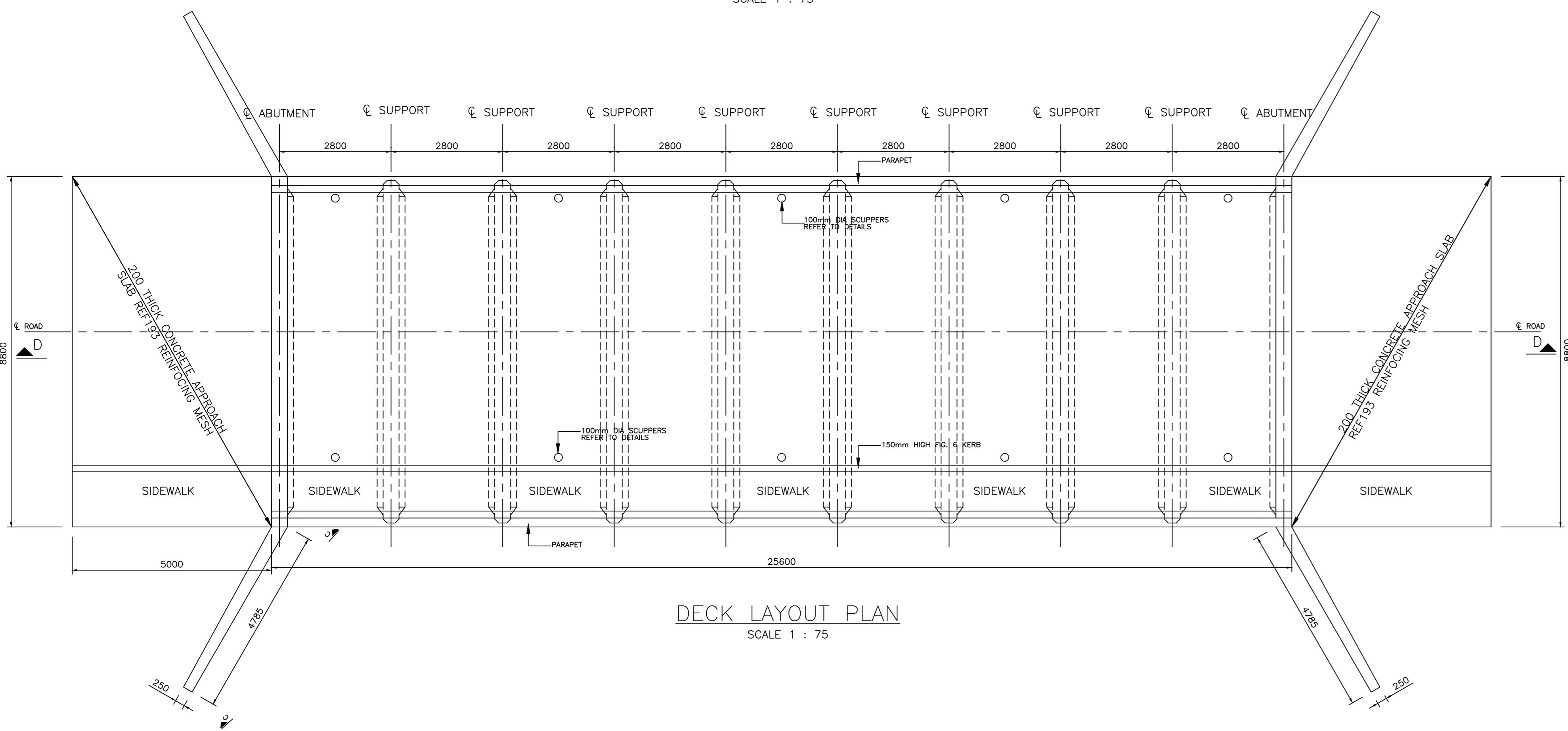
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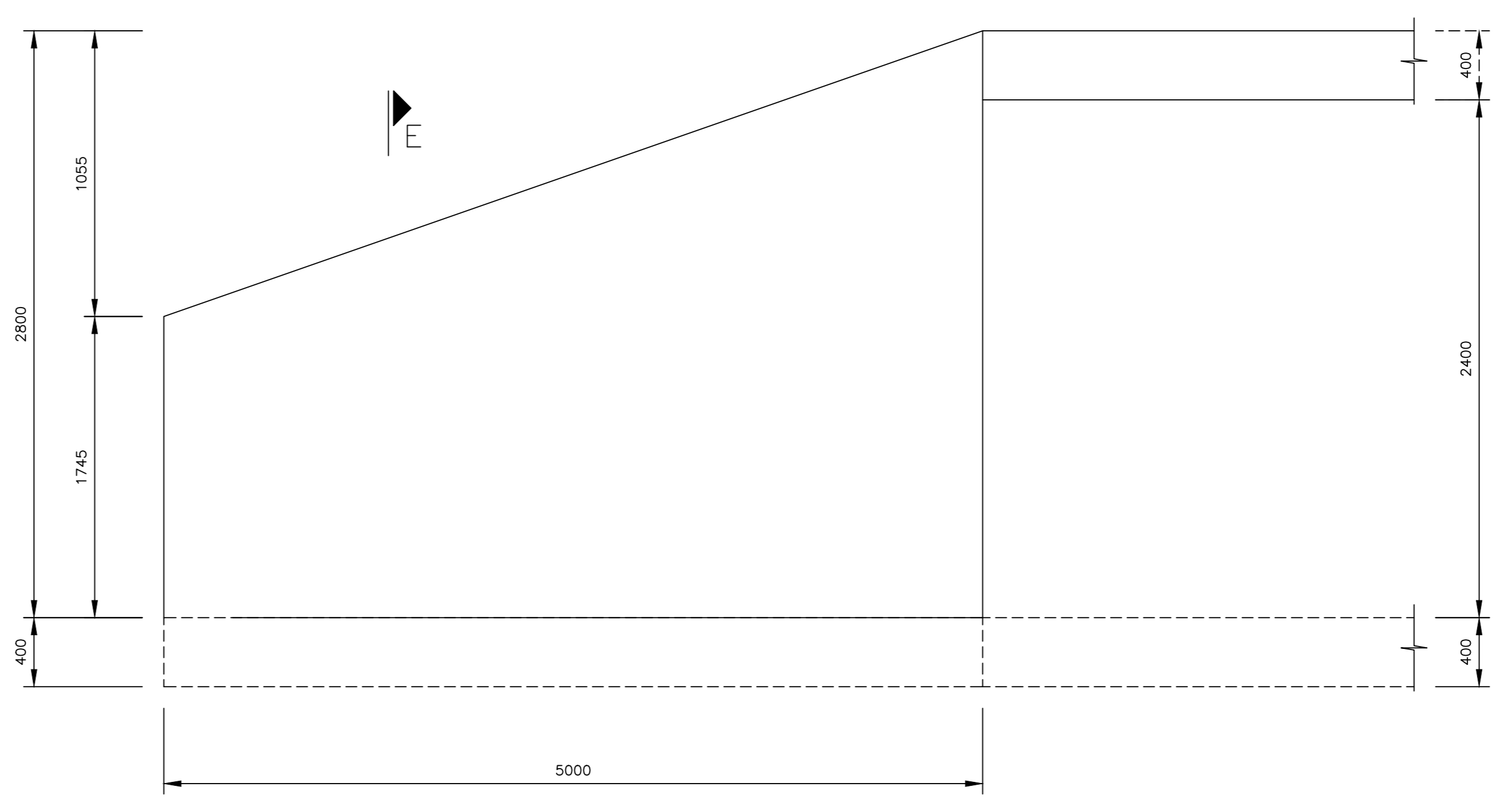
SECTION A-A  
SCALE 1 : 25



TYPICAL SCUPPER DETAILS



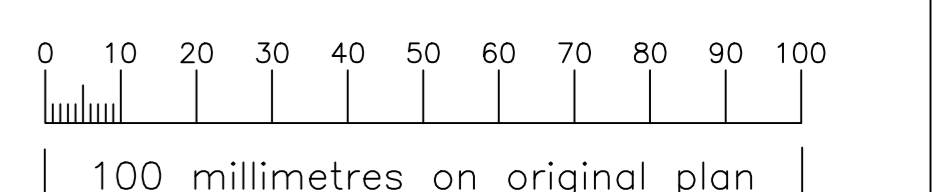
DECK LAYOUT PLAN  
SCALE 1 : 75



ELEVATION C-C  
SCALE 1 : 25

NOTES

- CONCRETE CLASS :  
BLINDING - 15/19 (15MPa)  
ABUTMENTS - 30/19 (30MPa)  
DECK AND SUPPORTS - 30/19 (30MPa)
- CONCRETE FINISHES :  
EXPOSED FACES - CLASS F2 FINISH (SMOOTH)  
CONCEALED FACES - CLASS F1 FINISH (ROUGH)  
BOLLARDS - CLASS F3 FINISH
- ALL EXPOSED EDGES TO BE CHAMFERED 25 x 25 UNLESS OTHERWISE SHOWN



Date	Description	Checked	Signed
03/06/25	Issued For Construction		
AMENDMENTS			

**AS BUILT**  
Supervising Engineer: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervising Authority: \_\_\_\_\_

CAD File Ref:--  
File Ref:--  
Designed by: S. MHLONGO  
Checked by: J. KUNZE  
Drawn by: S. MHLONGO  
Checked by: J. KUNZE

**ABAQULUSI MUNICIPALITY**



DESIGNED BY: **stpa**  
22 MONTROSE BOULEVARD  
VICTORIA COUNTRY CLUB ESTATE  
PIETERMARITZBURG  
3201  
TEL No. 033 347 0325  
FAX No. 086 666 8203

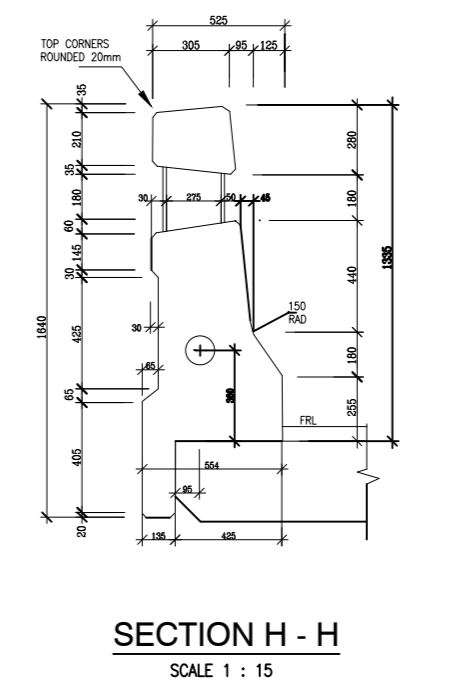
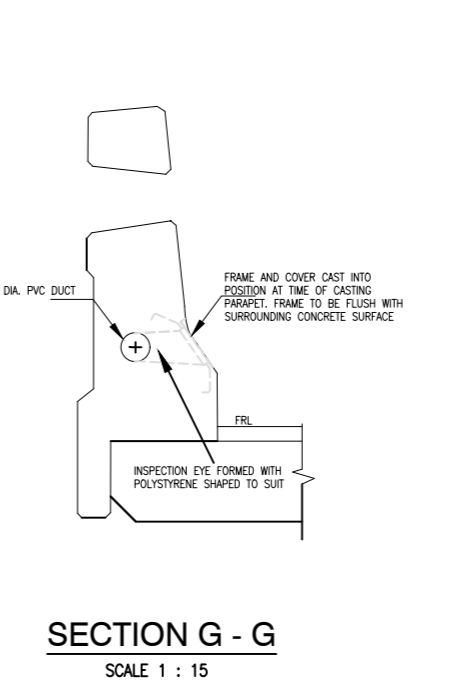
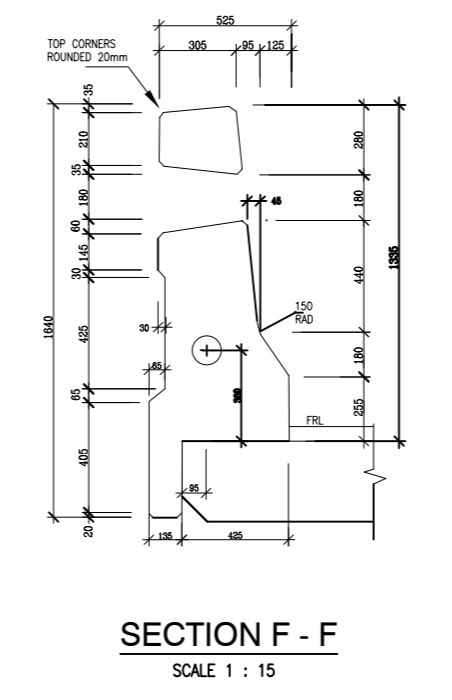
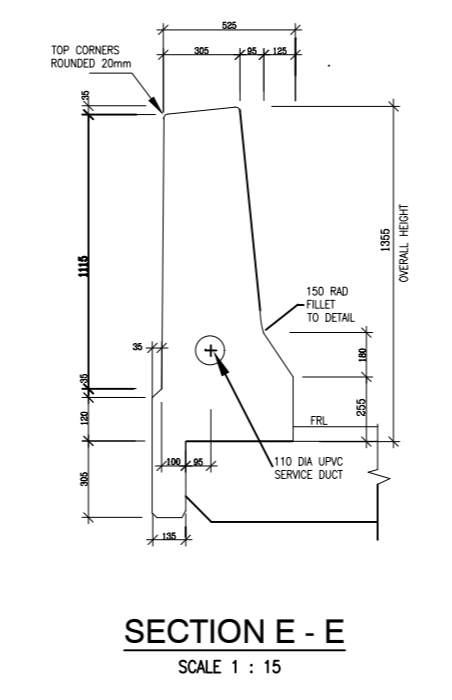
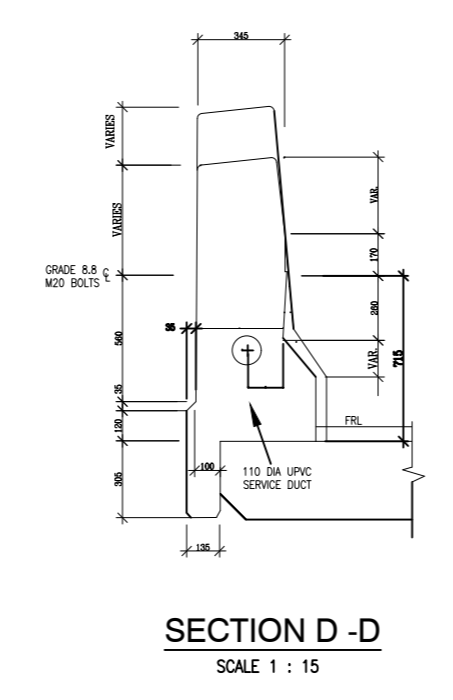
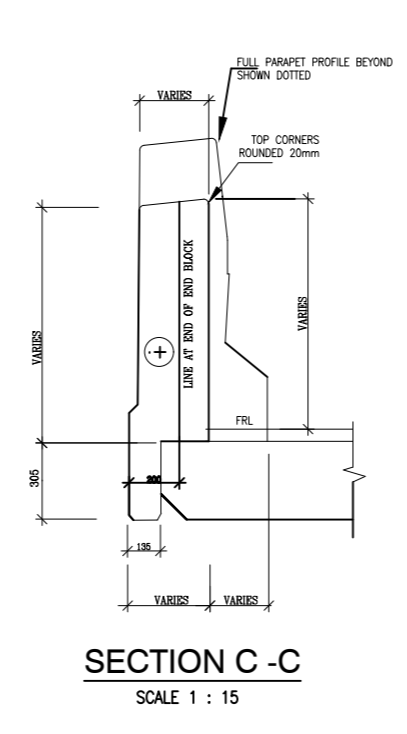
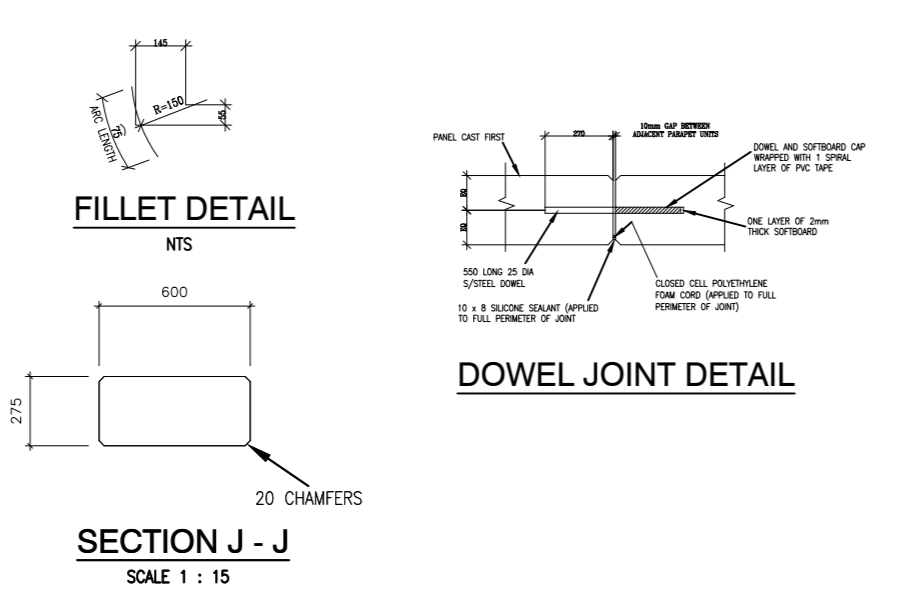
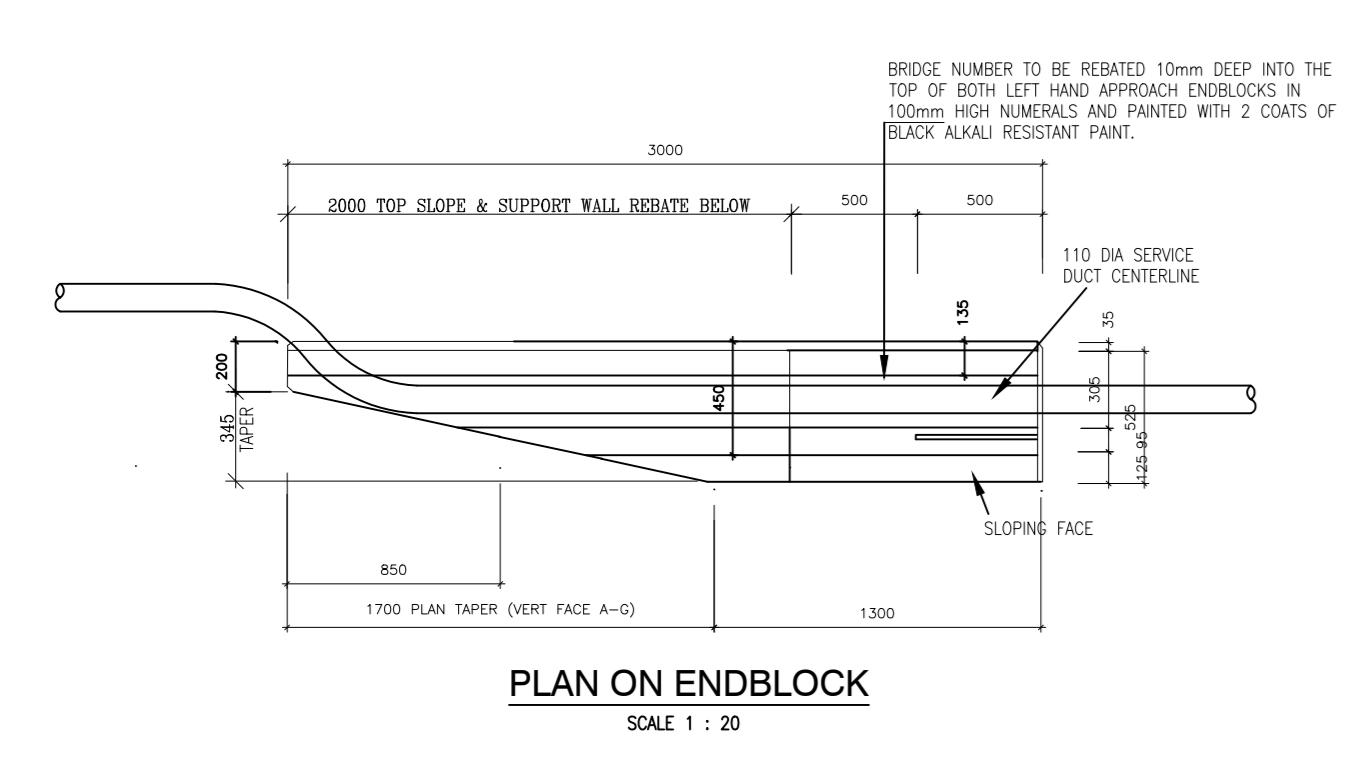
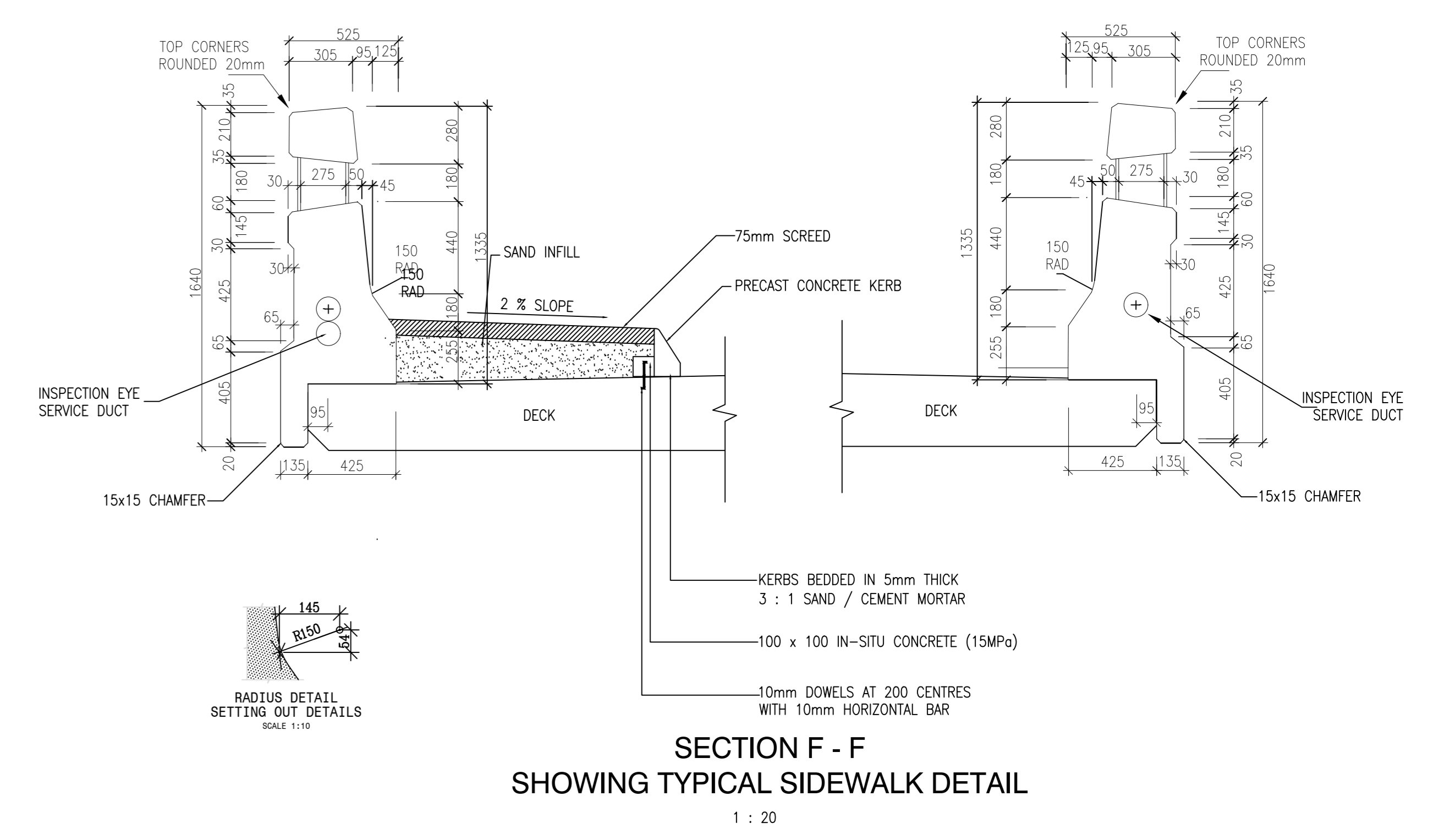
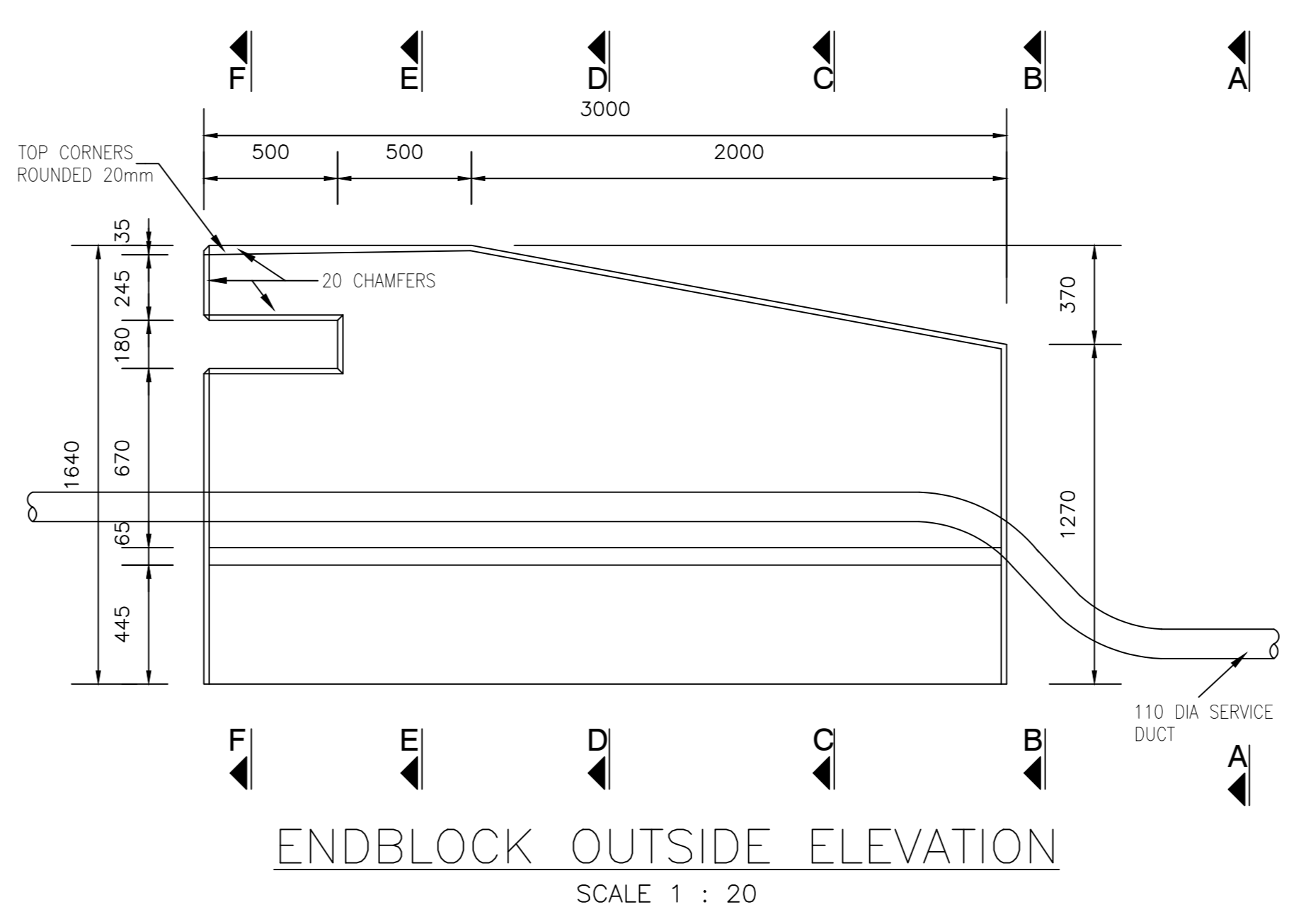
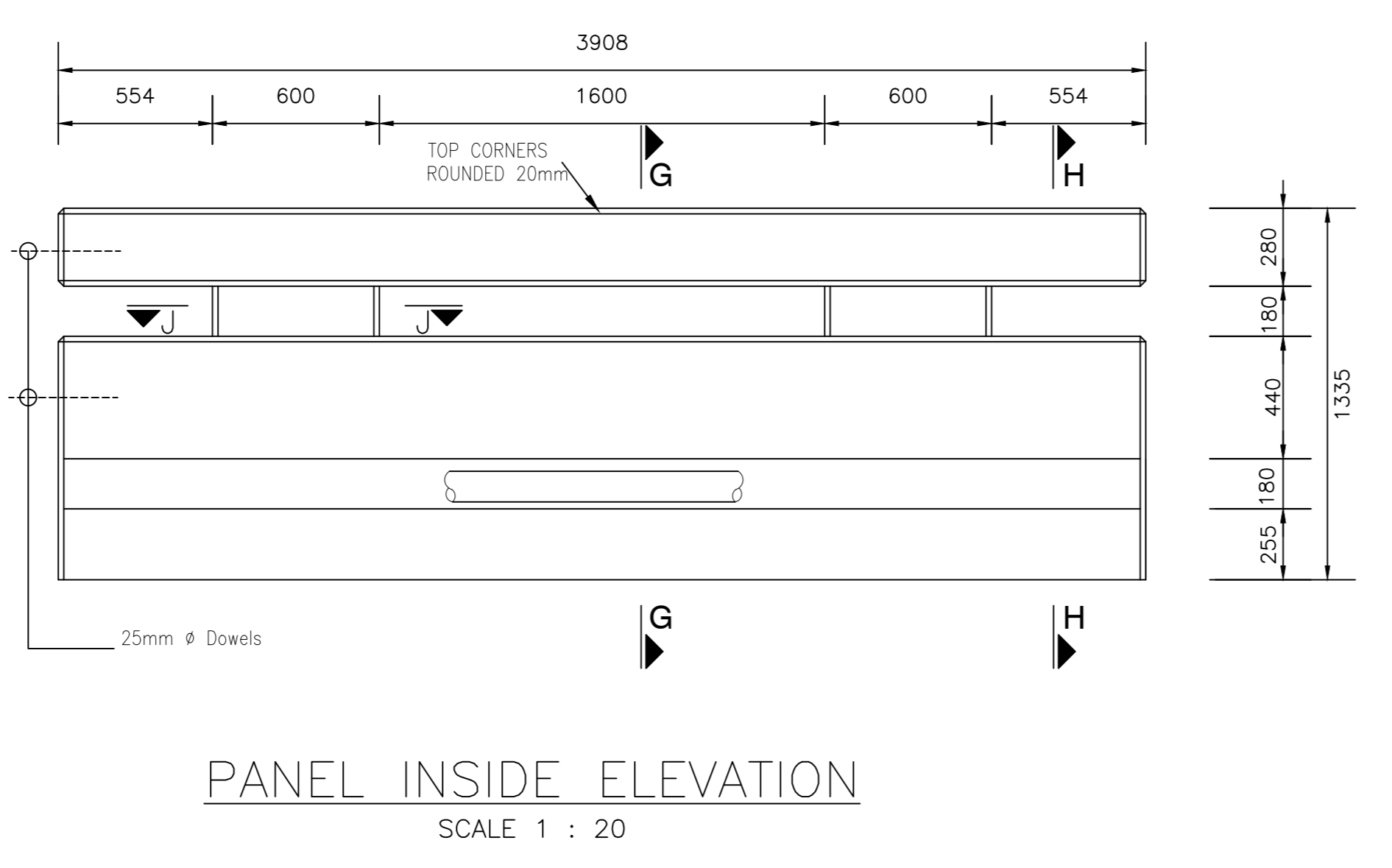
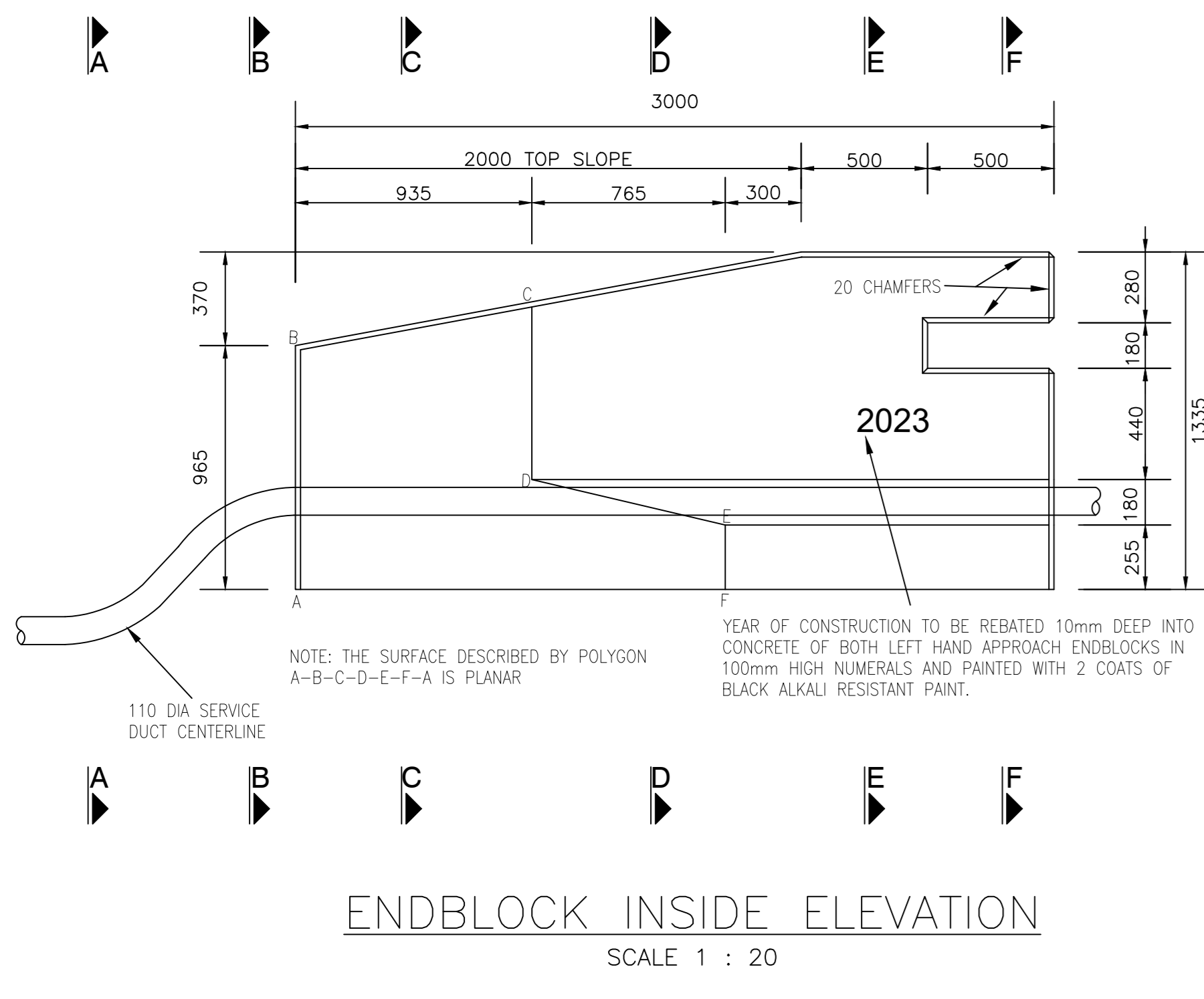
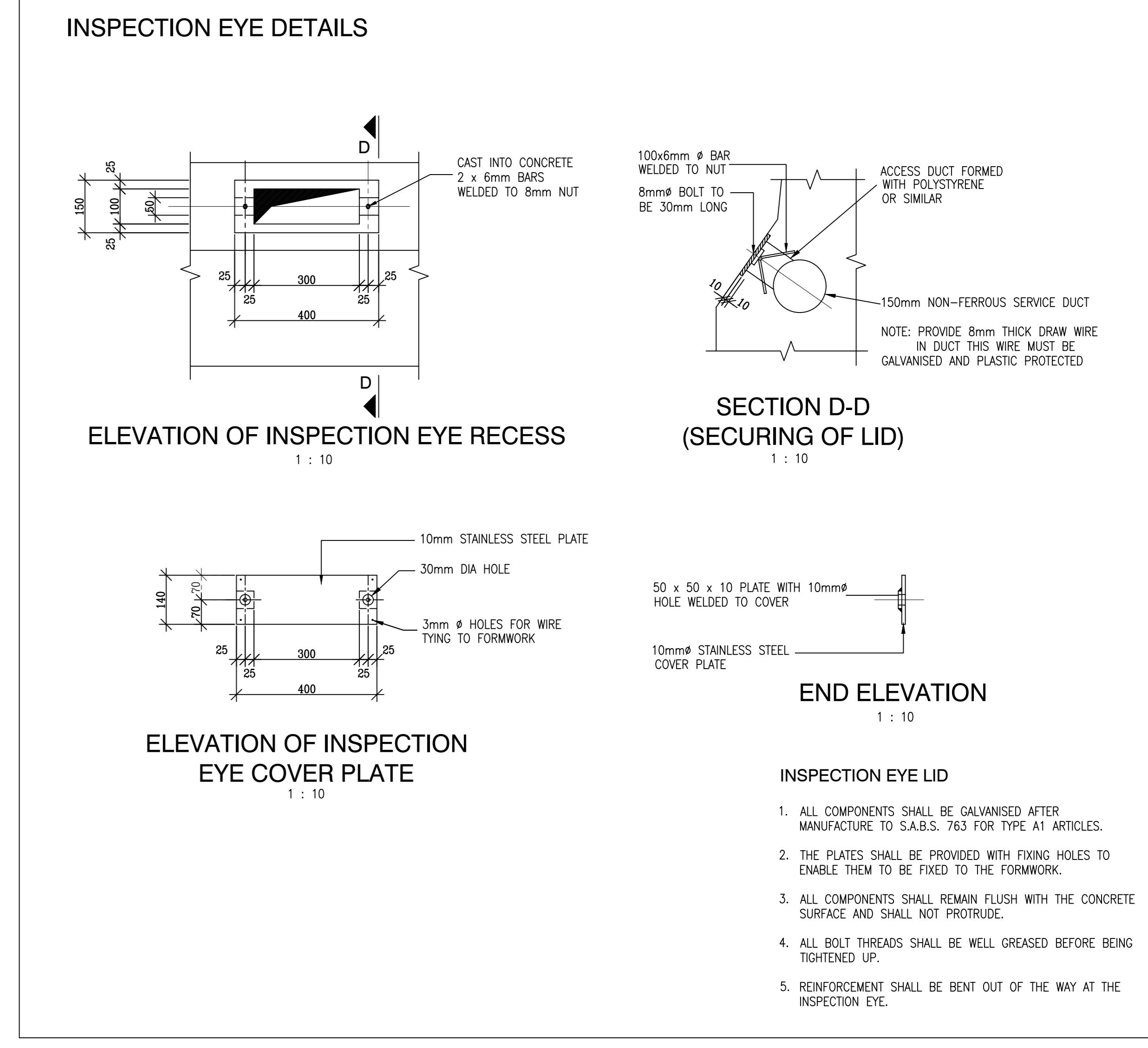
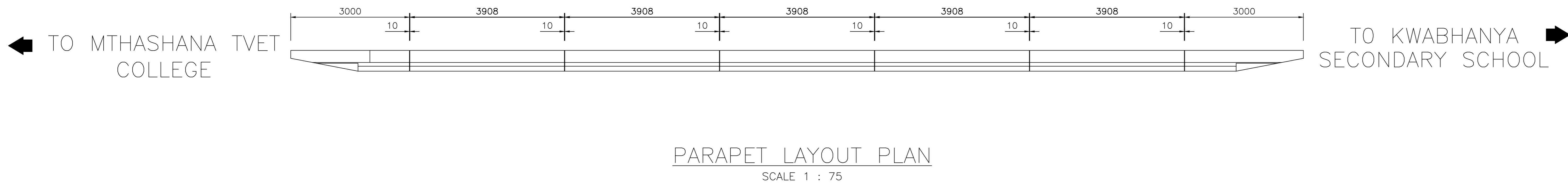
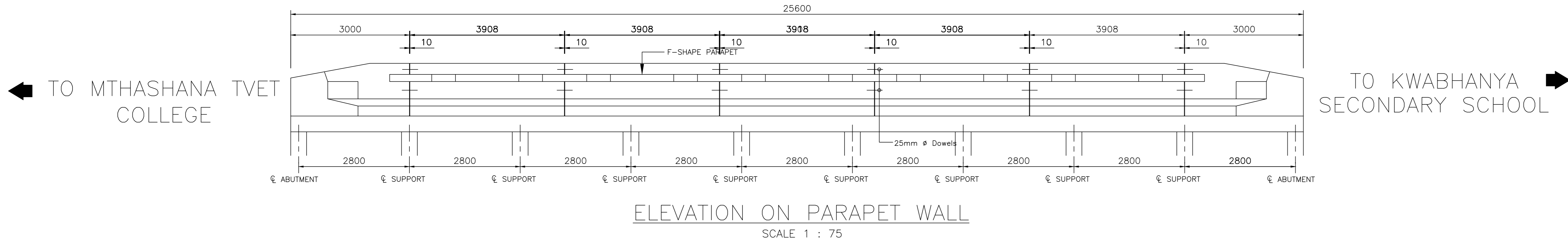
Bridge Engineer  
Head: Bridge Office

**THE CONSTRUCTION OF EMARASTENI BRIDGE**

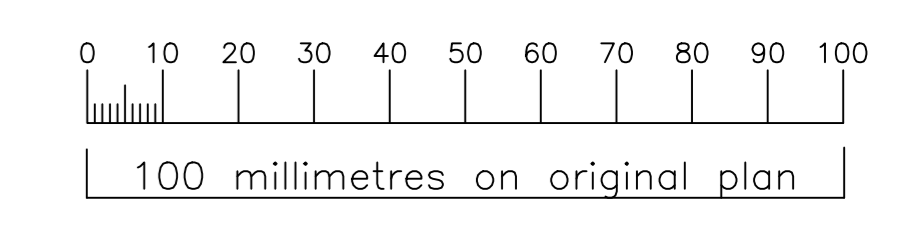
CONCRETE DETAILS

Y = 17 357.250  
X = 3 074 934.209

Staked km distance: \_\_\_\_\_  
Sheet: 3 of 7  
Scale: AS SHOWN  
Plan No: 305/ST/003



- NOTES :**
- PARAPETS**
- CONCRETE CLASS - 30/19 (30 MPa)
  - CONCRETE FINISHES:
    - EXPOSED FACES - CLASS F3 (SMOOTH RUBBED)
    - CONCEALED FACES - CLASS F1 (ROUGH)
    - UNFORMED SURFACES - CLASS U3 (STEEL TROWEL)
  - ALL EXPOSED EDGES SHALL BE CHAMFERED 15 x 15.
  - REBATED LETTERING SHALL RECEIVE TWO COATS OF BLACK ALKALI RESISTANT PAINT
- KERB DETAIL**
- KERBS SHALL BE UNREINFORCED 25 MPa PRECAST CONCRETE TO FIG. 6 OF S.A.B.S. 927
  - SAND INFILL SHALL BE CLEAN RIVER SAND AND OR ALTERNATIVELY SUITABLE GRADED CRUSHER DUST.
  - PRECAST KERB SHALL BE BEDDED ON 5mm THICK 1 : 3 MORTAR AFTER PROPER CHIPPING OF THE CONCRETE SEATING.
  - SUPPORTING 100 x 100 MASS CONCRETE BLOCK SHALL BE DOWELLED BY DRILLING A 12mm Ø HOLE 60mm DEEP AND 10mm BAR GROUTED IN USING A SUITABLE RESIN GROUT.
  - WALKWAY TO BE 1.0m WIDE.



Date	Description	Checked	Signed
03/06/25	Issued For Construction		
AMENDMENTS			

<b>AS BUILT</b>	CAD File Ref:--	Designed by : S. MHLONGO
Supervising Engineer	File Ref:--	Checked by : J. KUNZE
Date		Drawn by : S. MHLONGO
		Checked by : J. KUNZE

**ABAQUULUS MUNICIPALITY**

DESIGNED BY: **stpa**

22 MONTROSE BOULEVARD  
VICTORIA COUNTRY CLUB ESTATE  
PIETERMARITZBURG  
3201  
TEL No. 033 347 0325  
FAX No. 086 666 8203

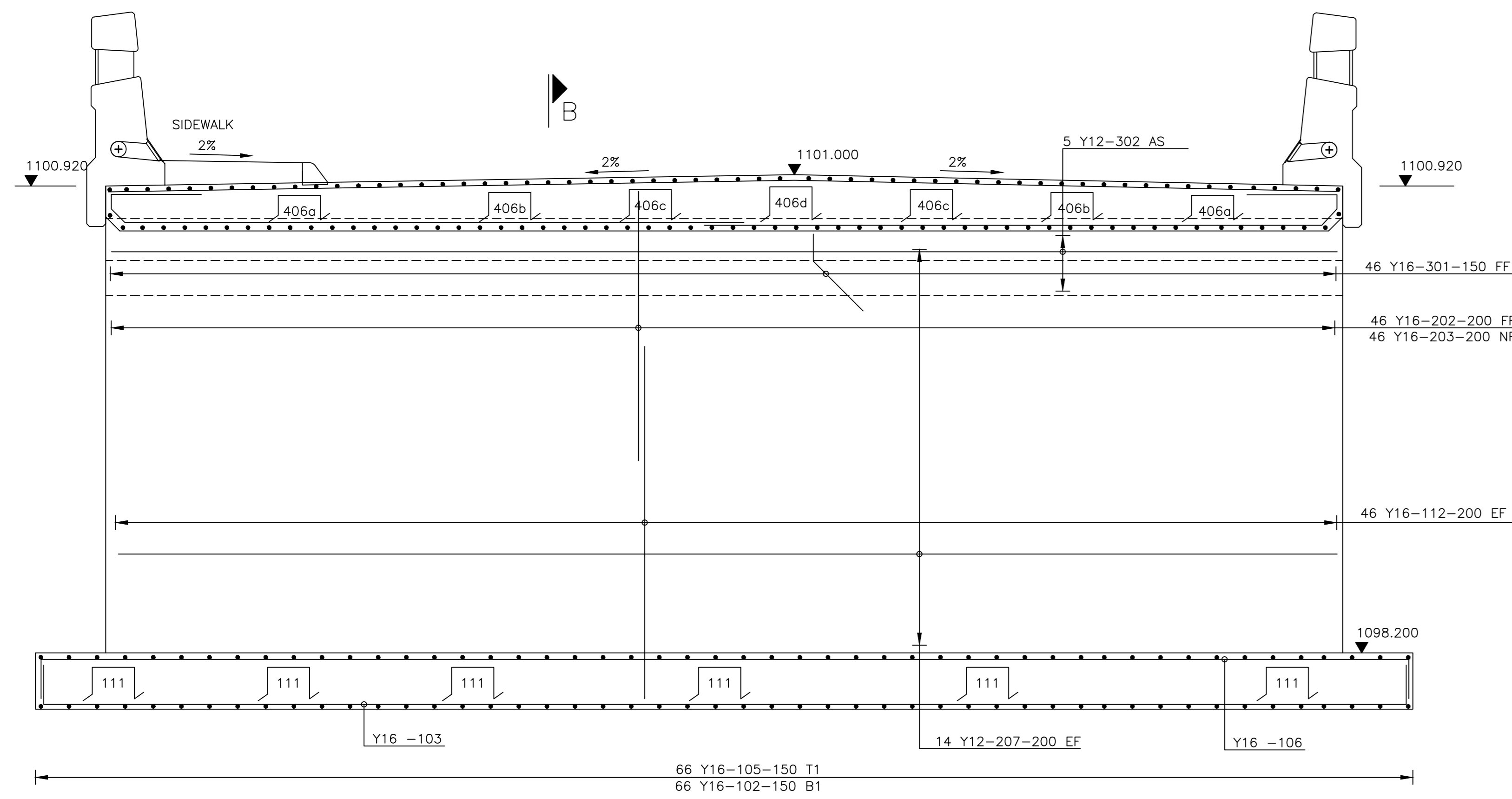
Bridge Engineer

Head: Bridge Office

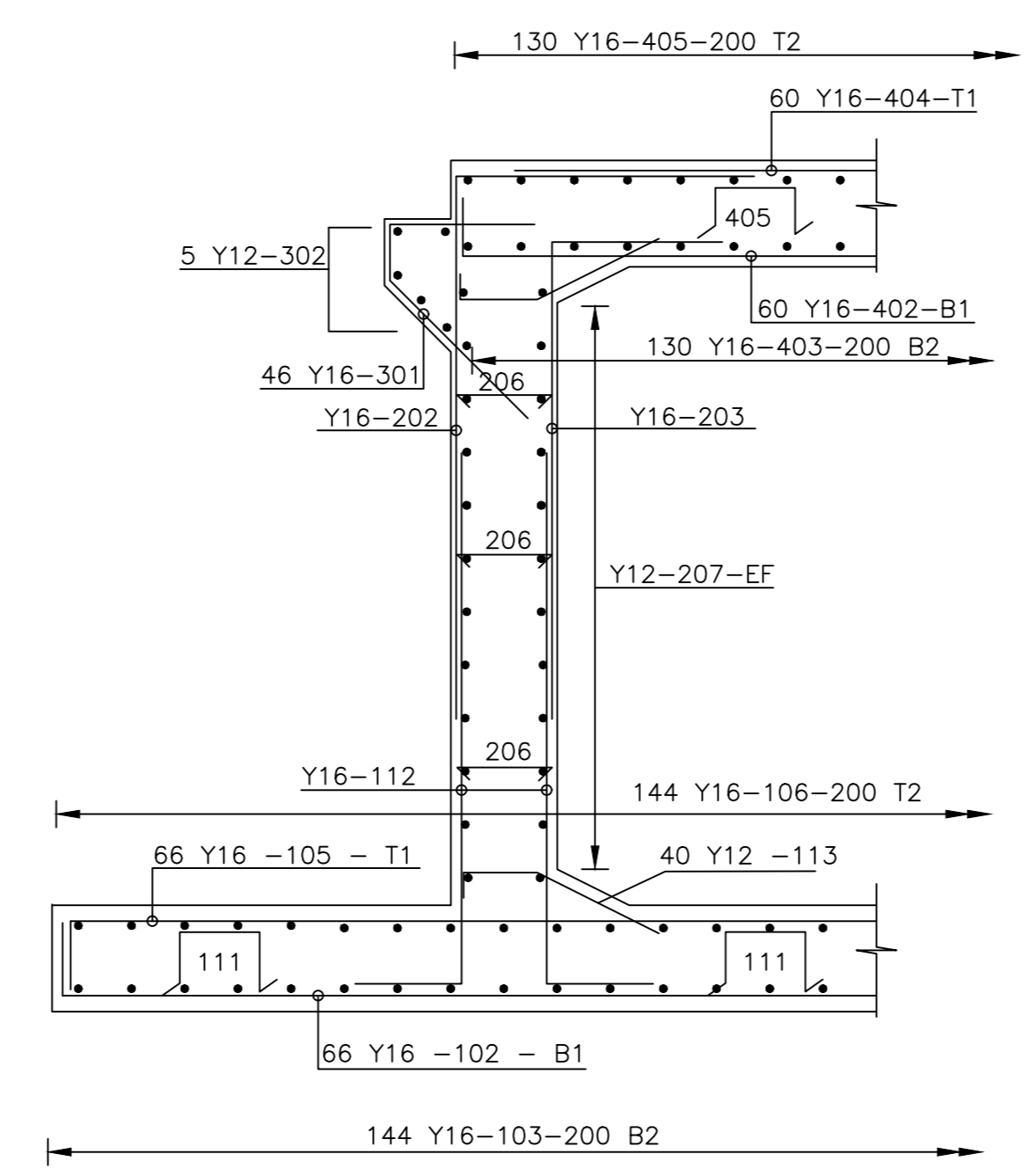
**THE CONSTRUCTION OF EMARASTENI BRIDGE**

PARAPETS CONCRETE DETAILS

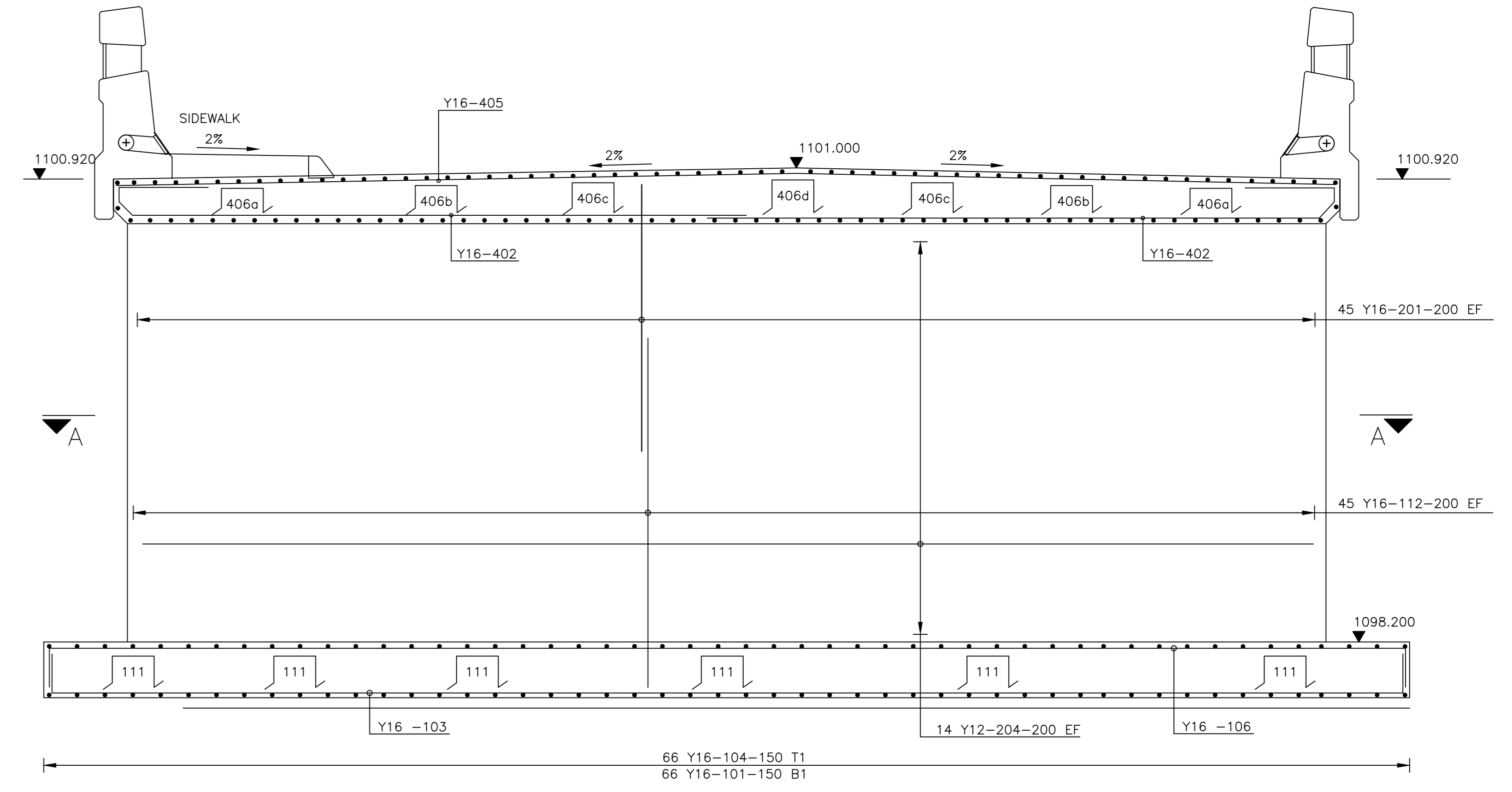
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Scale AS SHOWN	Plan No : 305/ST/004	



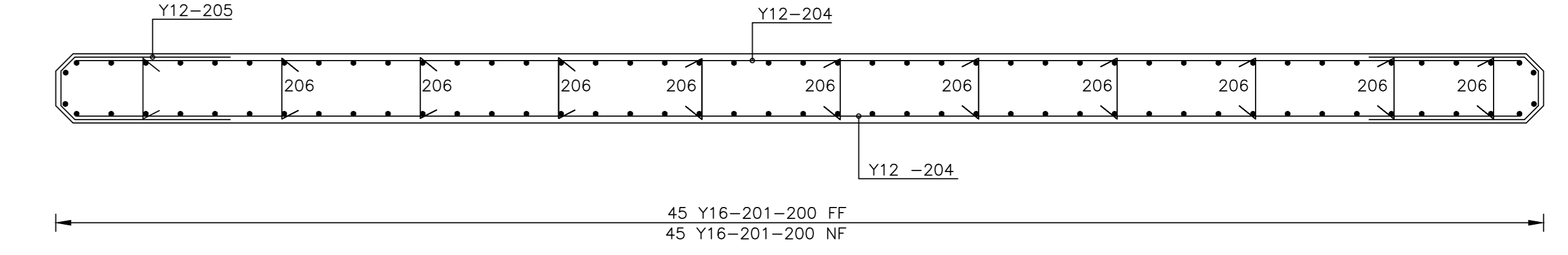
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(2 No.) SCALE 1 : 25



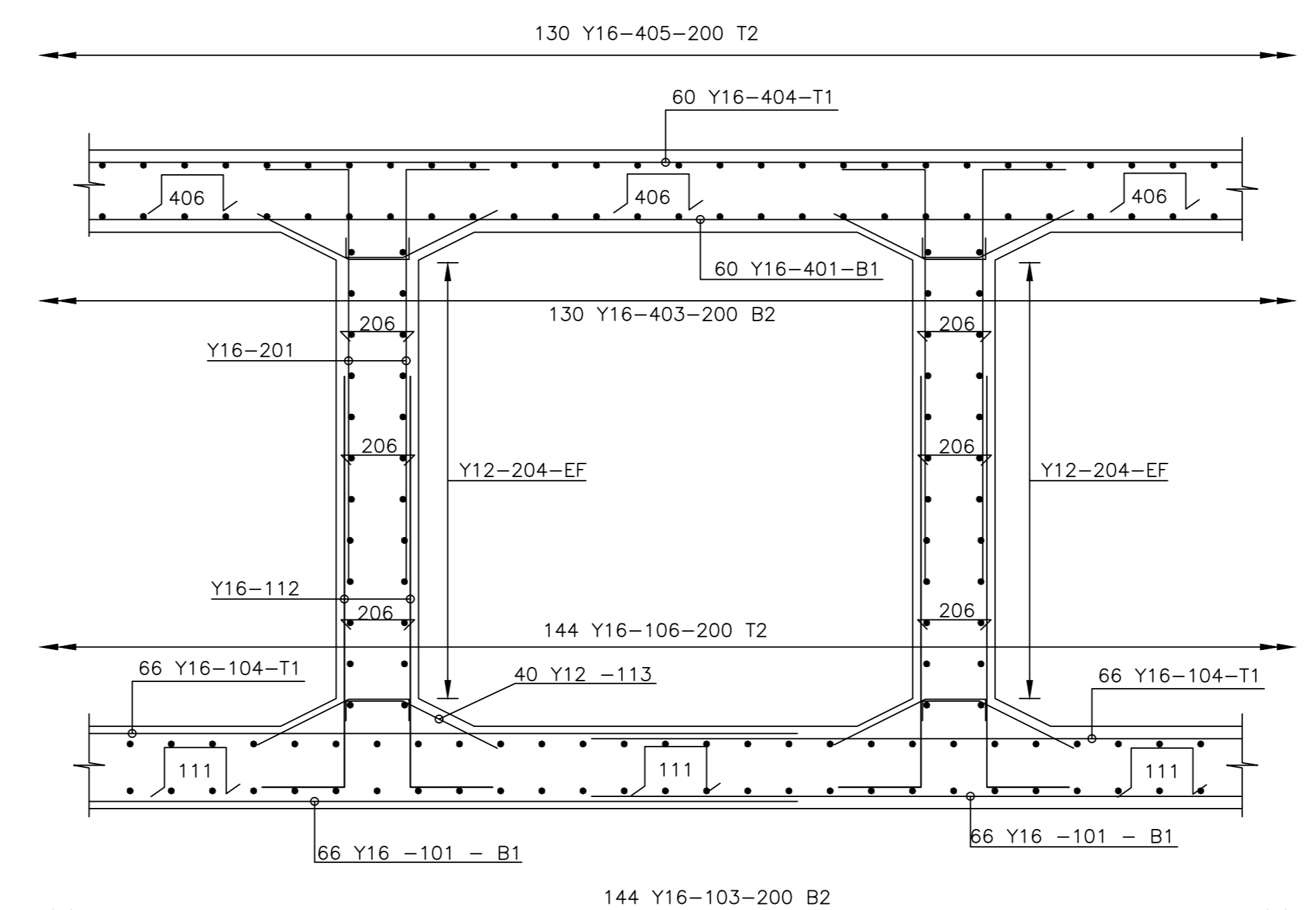
SECTION B-B  
SCALE 1 : 25



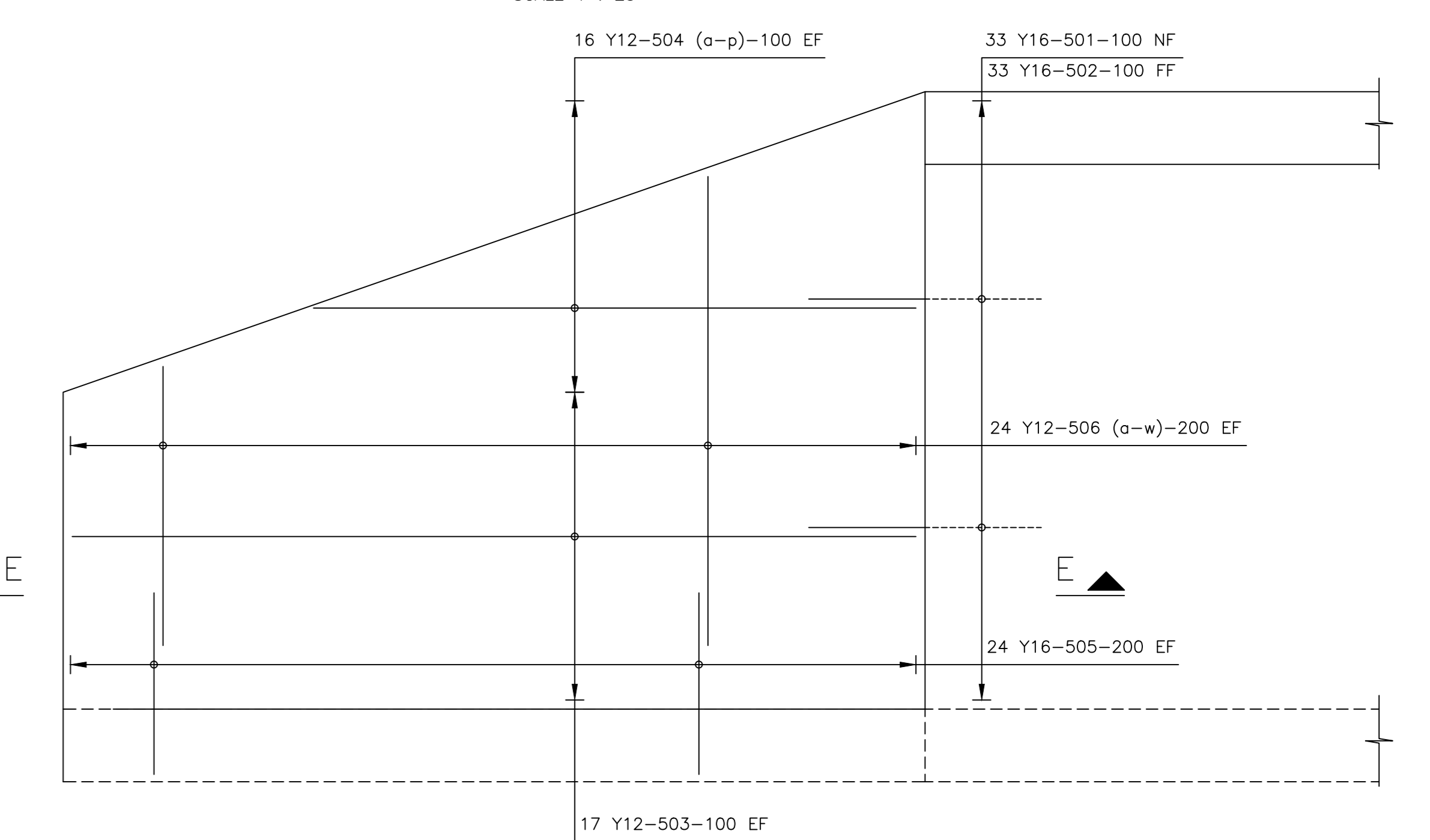
SECTION C-C  
(08 No.) SCALE 1 : 25



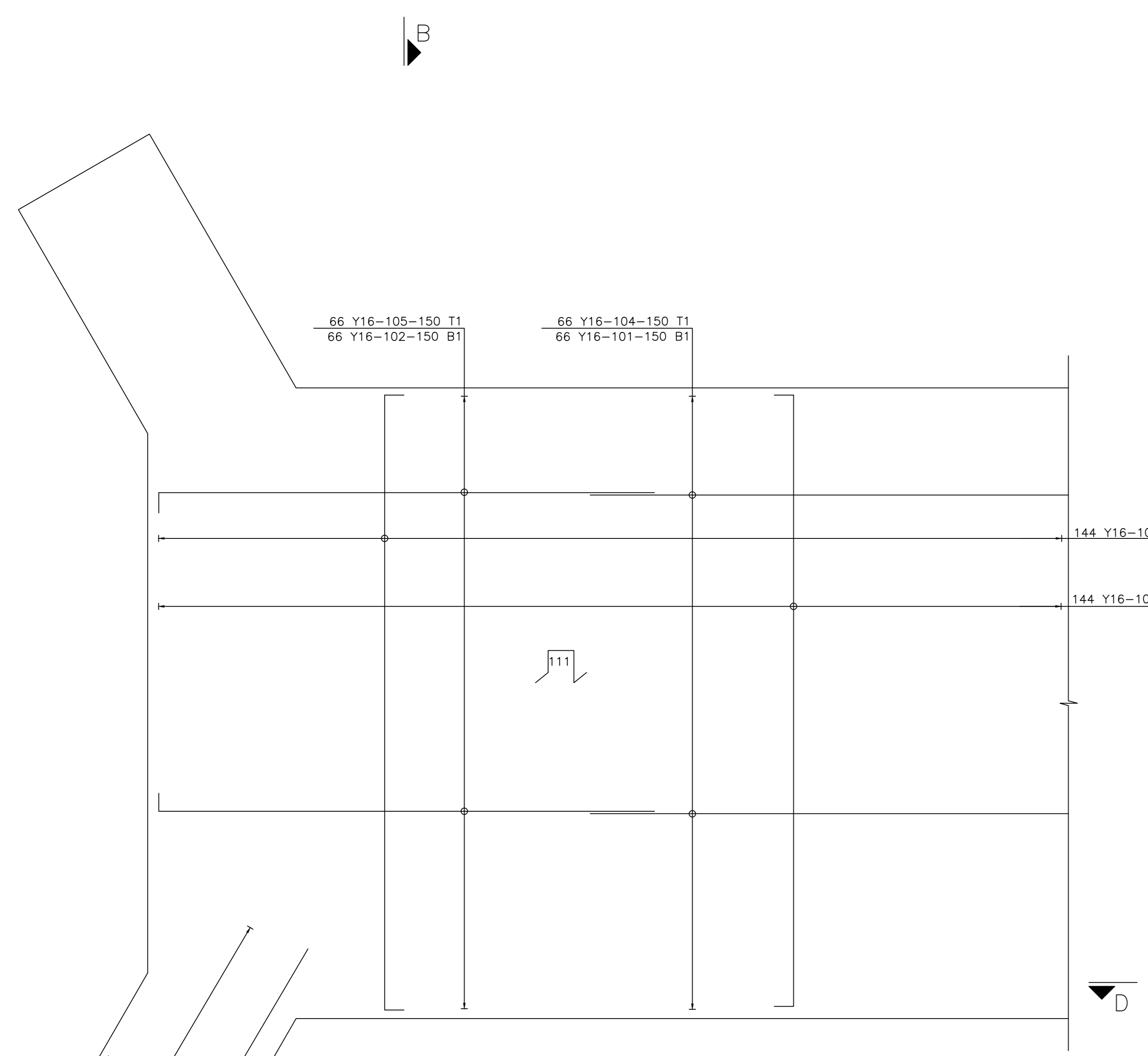
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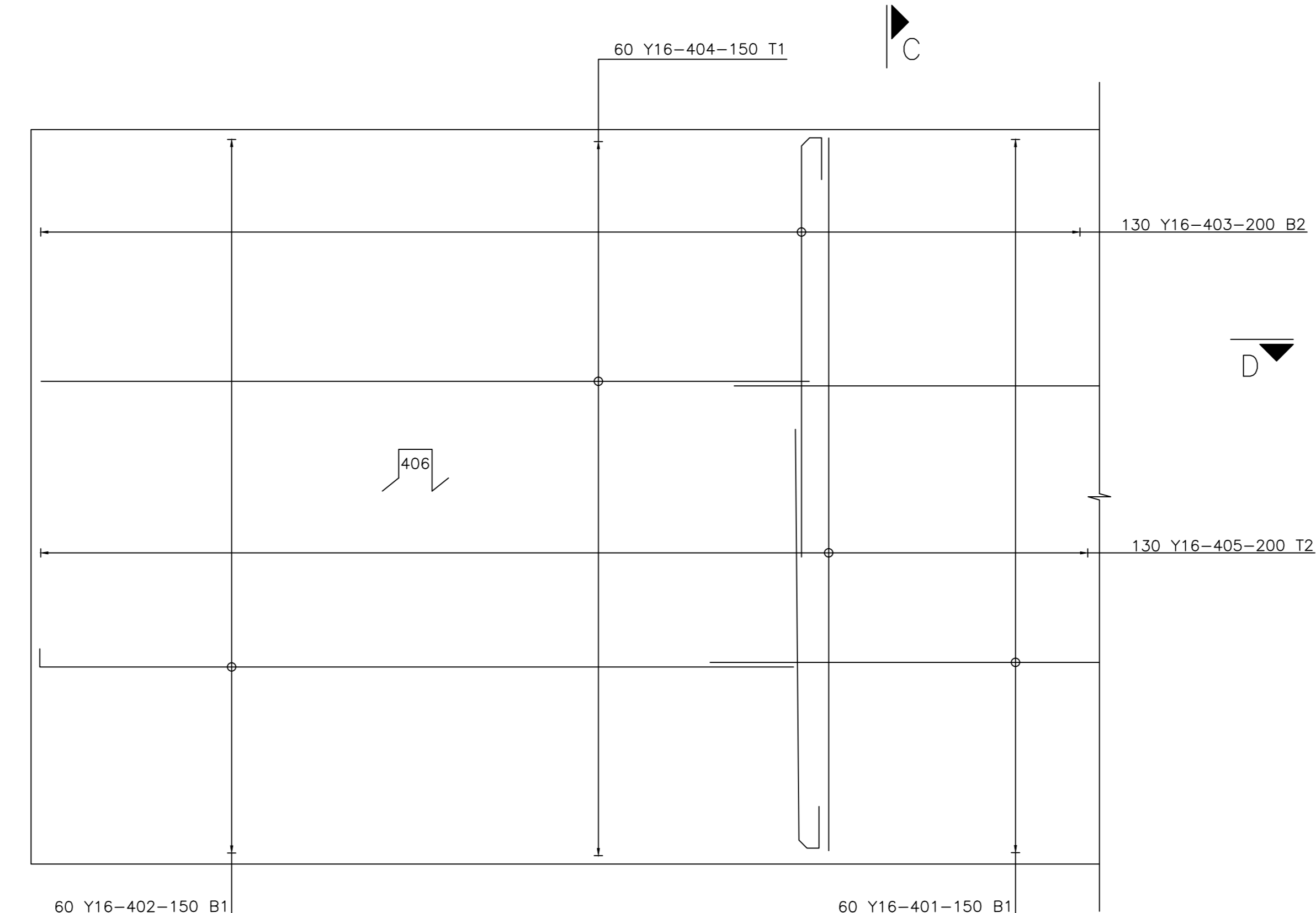
SECTION D-D  
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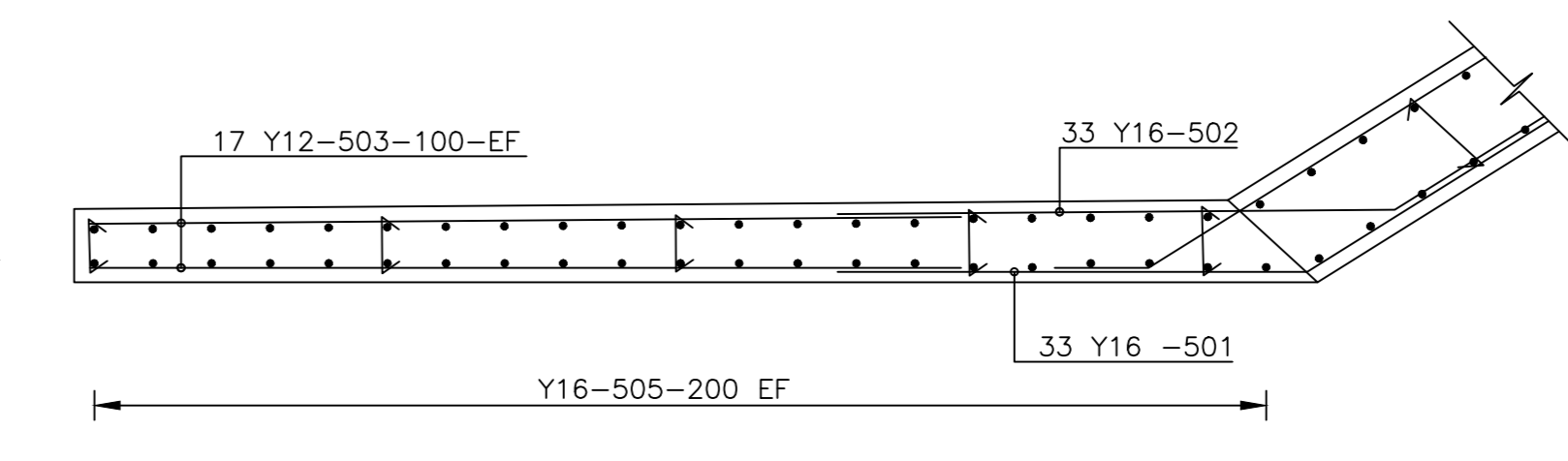
ELEVATION C-C  
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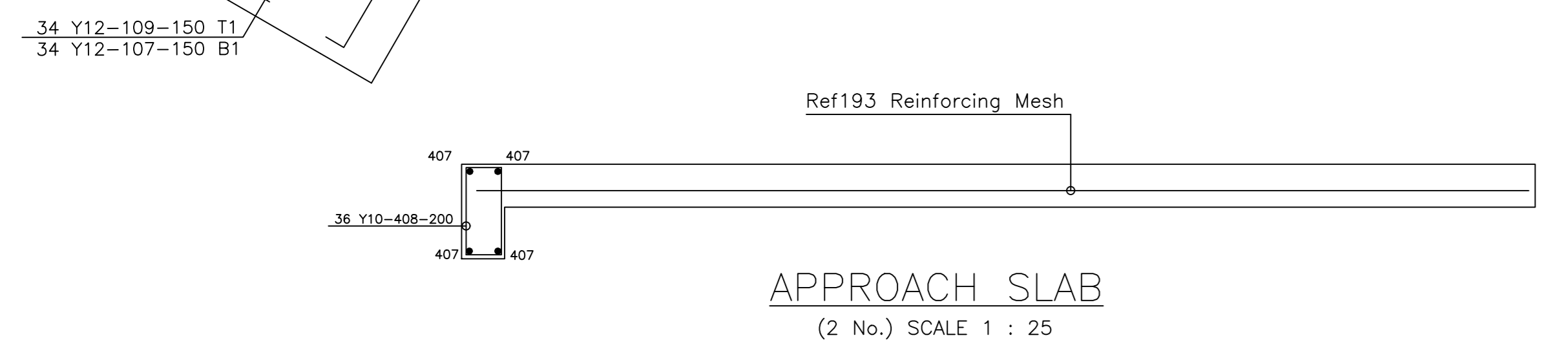
FOUNDATION SLAB  
(1 No.) SCALE 1 : 50



DECK (1 No.)  
SCALE 1 : 50



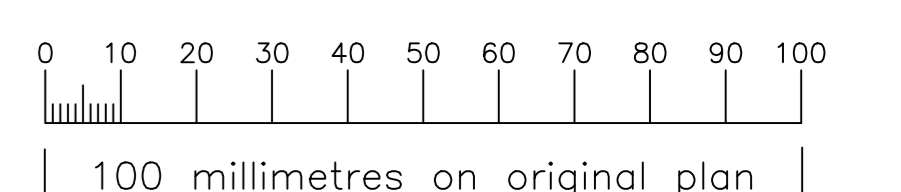
SECTION E-E  
SCALE 1 : 25



APPROACH SLAB  
(2 No.) SCALE 1 : 25

**NOTES**

- MINIMUM CONCRETE COVER : 40mm
  - REINFORCEMENT DETAILED IN ACCORDANCE WITH SABS 0144 - 1995
- ABBREVIATIONS : -  
 B1 - LOWEST BOTTOM LAYER  
 B2 - SECOND LOWEST BOTTOM LAYER  
 T1 - TOPMOST TOP LAYER  
 T2 - SECOND HIGHEST TOP LAYER  
 EF - EACH FACE  
 ALT. - ALTERNATING  
 STG. - STAGGERED  
 ABR. - ALTERNATE BAR REVERSED
- MINIMUM LAP LENGTH TO BE 50 x DIA. OF THE SMALLER BAR
  - REINFORCEMENT TO CONFORM TO SABS 920-1985  
 HOT ROLLED HIGH YIELD STRESS DEFORMED (Y) BARS - CHARACTERISTIC STRENGTH 450 MPa  
 HOT ROLLED ROUND MILD STEEL (R) BARS - CHARACTERISTIC STRENGTH 250 MPa



Date	Description	Checked	Signed
03/06/25	Issued For Construction		
AMENDMENTS			

<b>AS BUILT</b>	CAD File Ref:--	Designed by : S. MHLONGO
Supervising Engineer	File Ref:--	Checked by : J. KUNZE
Supervising Authority		Drawn by : S. MHLONGO
		Checked by : J. KUNZE

<b>ABAQULUSI MUNICIPALITY</b>	
-------------------------------	--

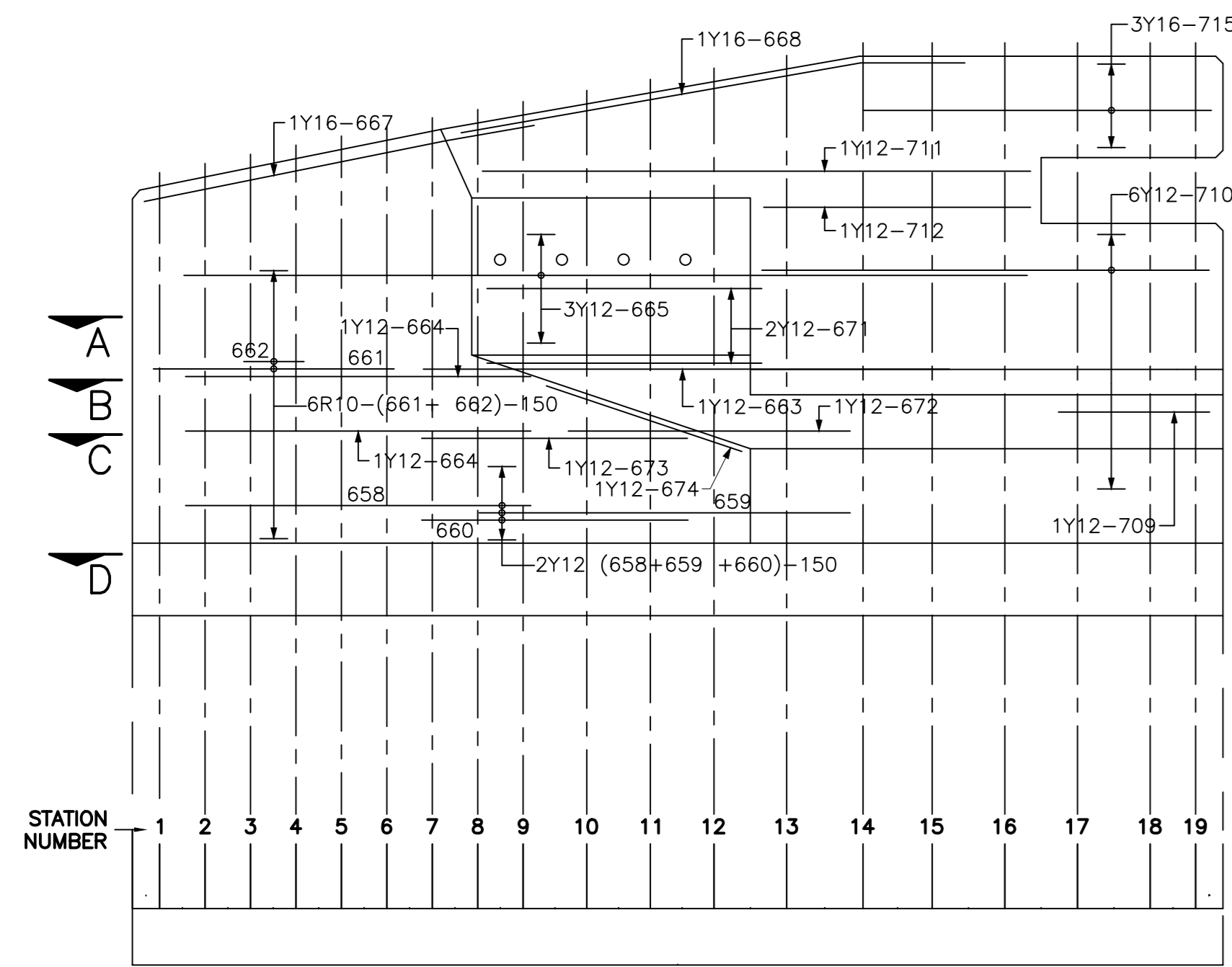


DESIGNED BY:	<b>tpa</b>
22 MONTROSE BOULEVARD VICTORIA COUNTRY CLUB ESTATE PIETERMARITZBURG 3201	
TEL No. 033 347 0325	FAX No. 086 666 8203
Signature: _____	Pr. Reg. Number _____

Bridge Engineer	Head: Bridge Office
-----------------	---------------------

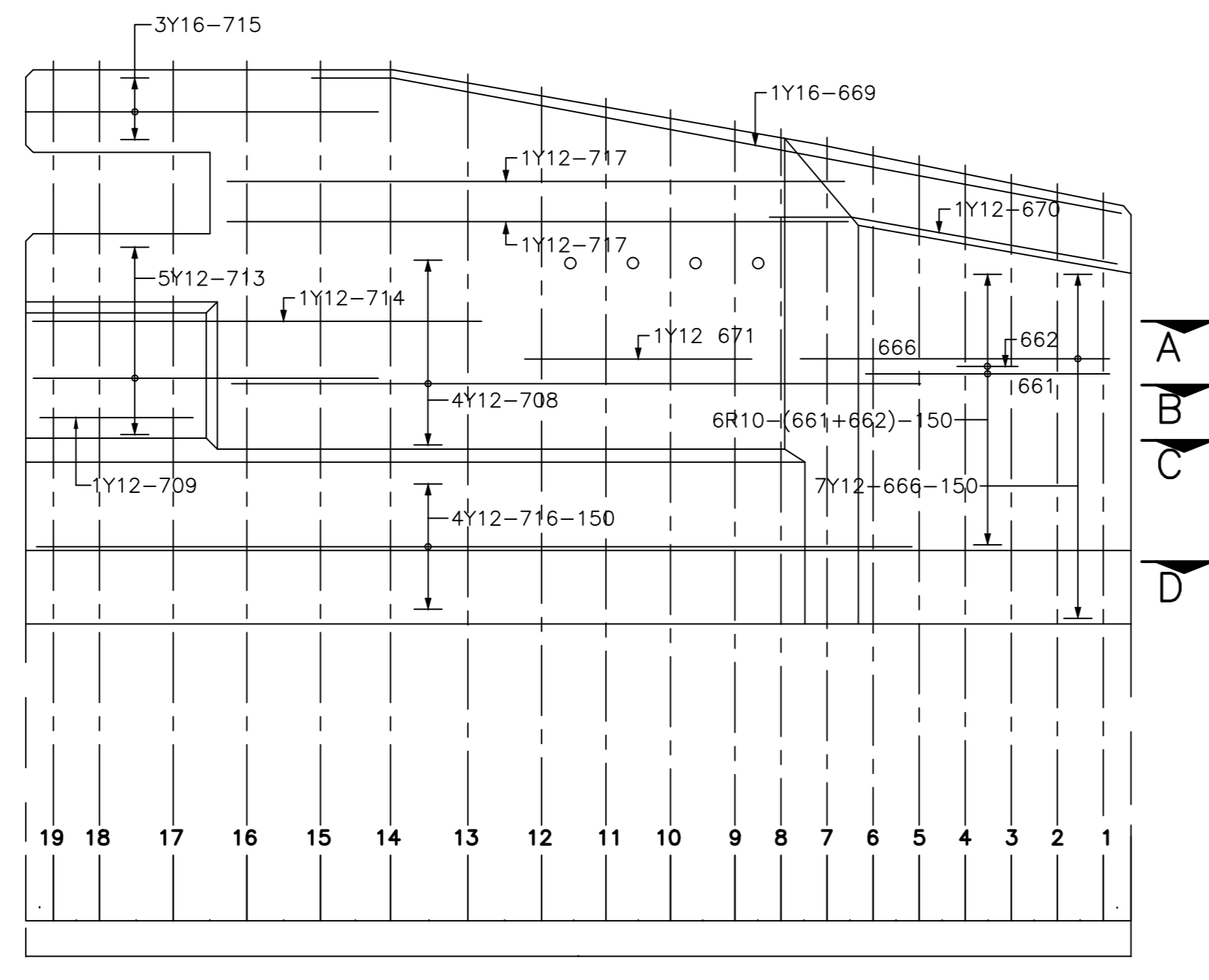
<b>THE CONSTRUCTION OF EMARASTENI BRIDGE</b>	
REINFORCEMENT DETAILS	

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Scale	AS SHOWN	Plan No : 305/ST/005

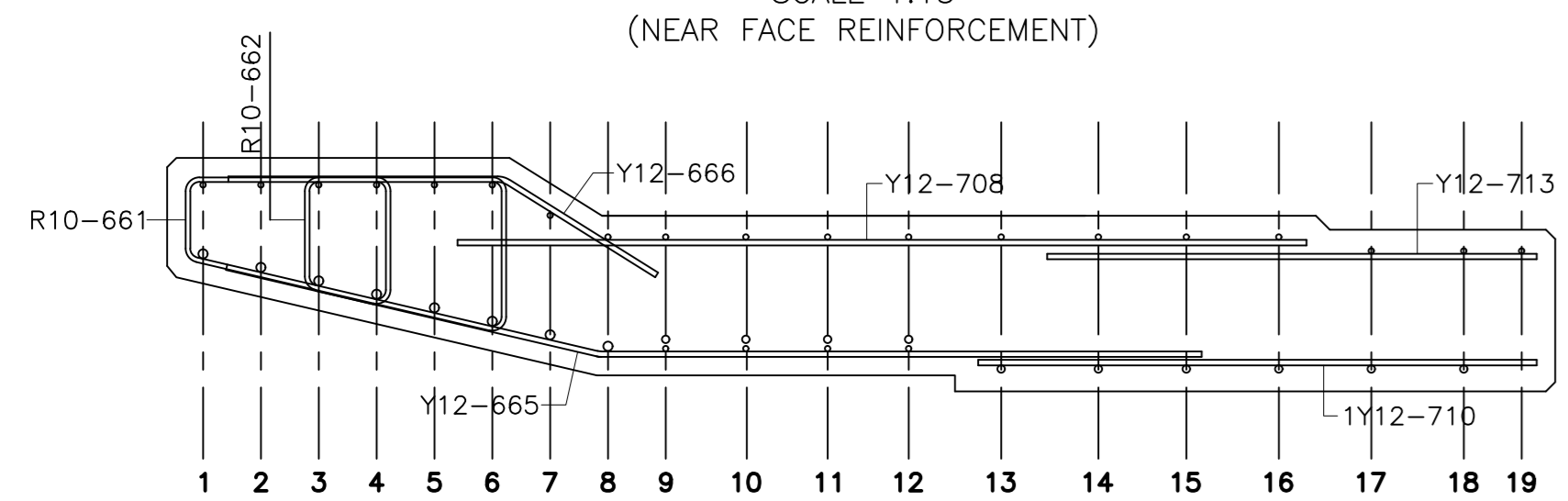


**INSIDE ELEVATION**  
SCALE 1:15  
(NEAR FACE REINFORCEMENT)

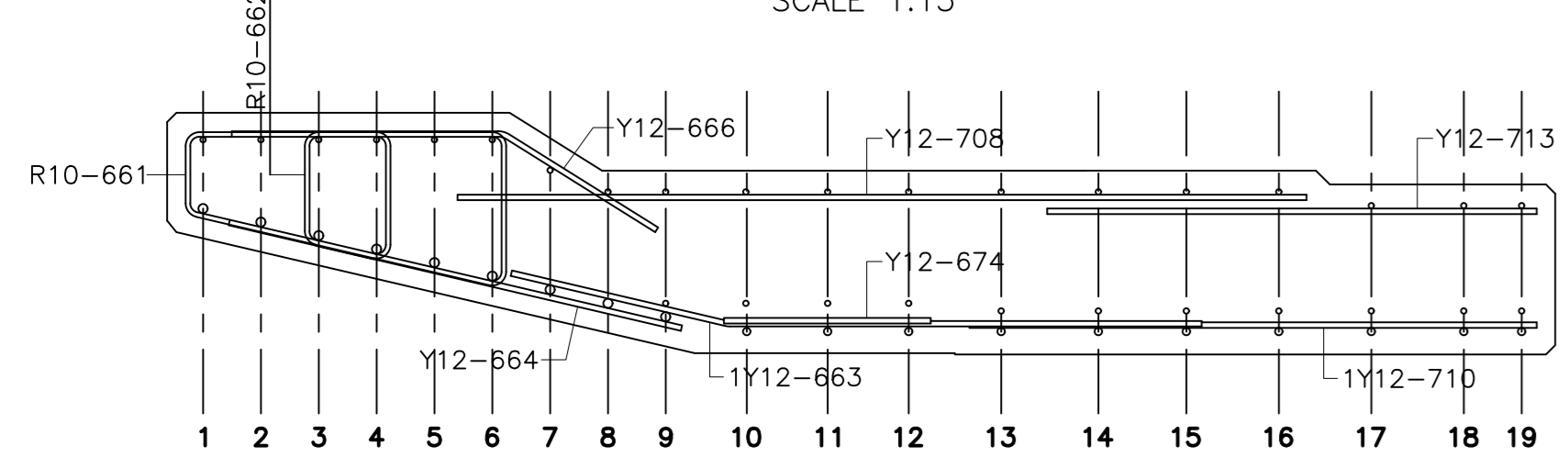
STATION No.	BAR MARKS
1	601 TO 603
2	604 TO 606
3	607 TO 609
4	610 TO 612
5	613 TO 615
6	616 TO 618
7	619 TO 621
8	622 TO 625
9	626 TO 633
10	636 TO 640
11	641 TO 647
12	648 TO 653
13	654 TO 656
14 TO 16	701 TO 704
17 TO 19	702, 704 TO 707



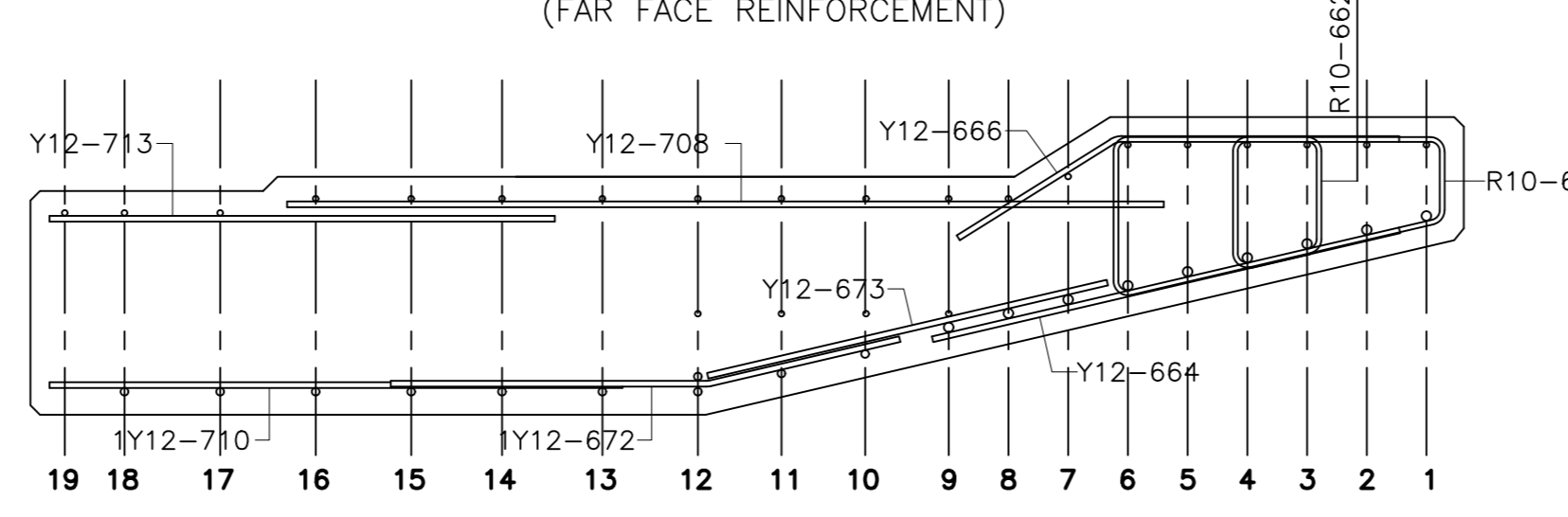
**OUTSIDE ELEVATION**  
SCALE 1:15  
(FAR FACE REINFORCEMENT)



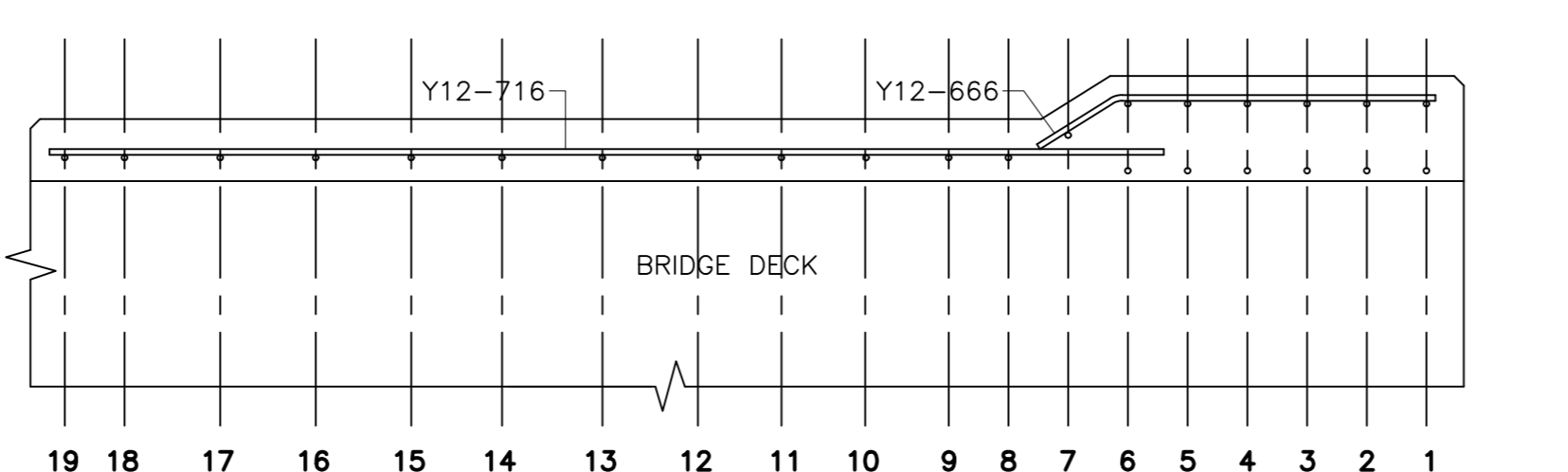
**SECTION A-A**  
SCALE 1:15



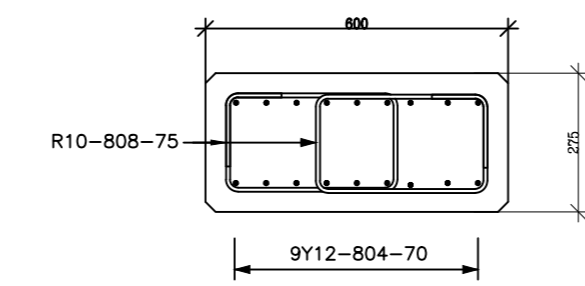
**SECTION B-B**  
SCALE 1:15



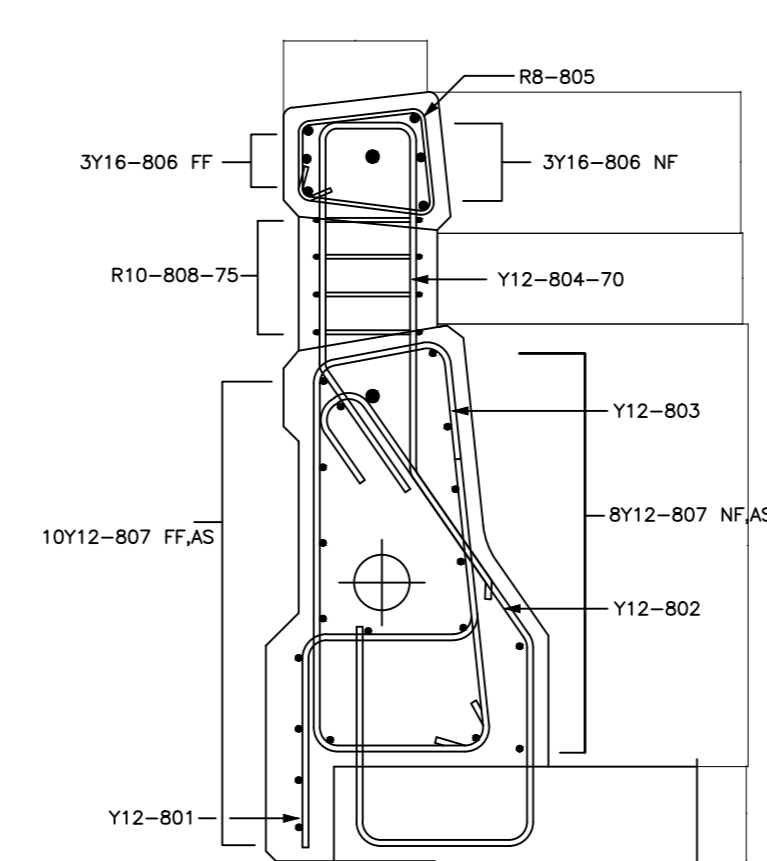
**SECTION C-C**  
SCALE 1:15



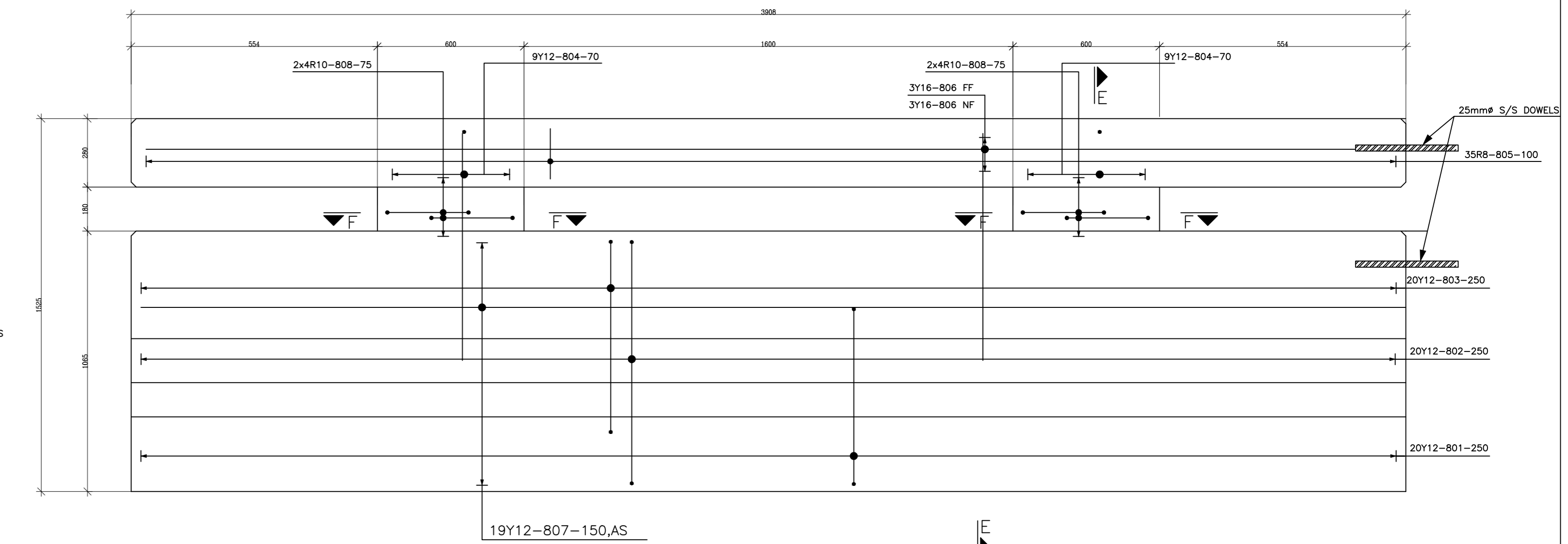
**SECTION D-D**  
SCALE 1:15



**SECTION F-F**



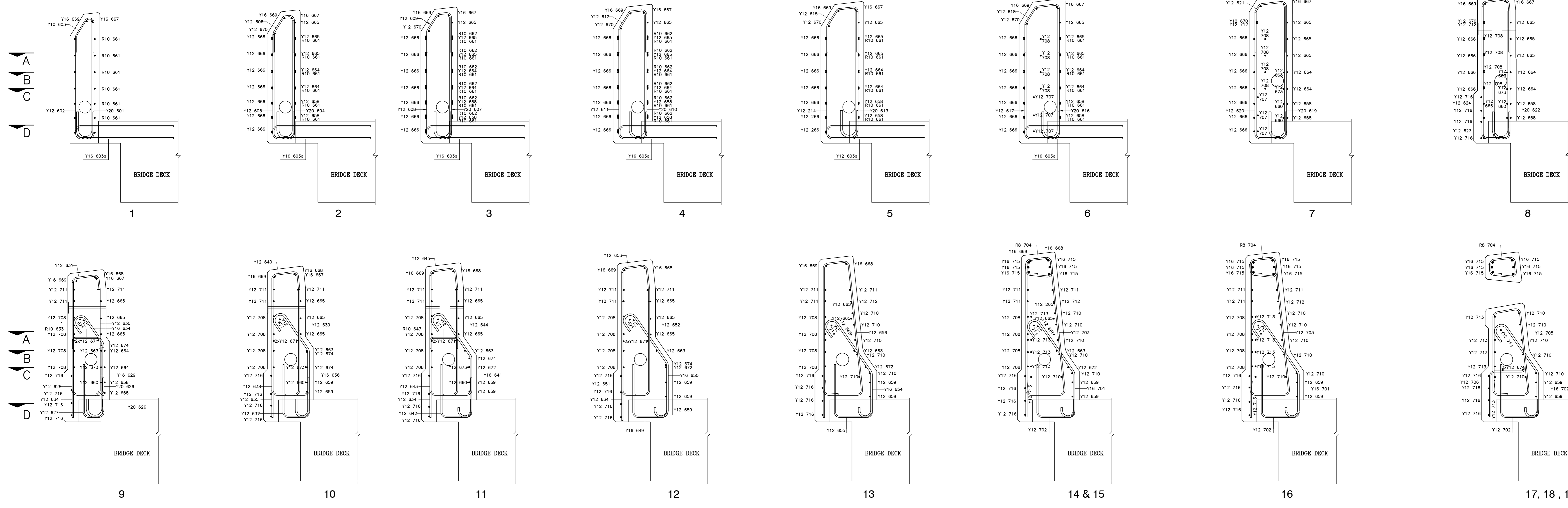
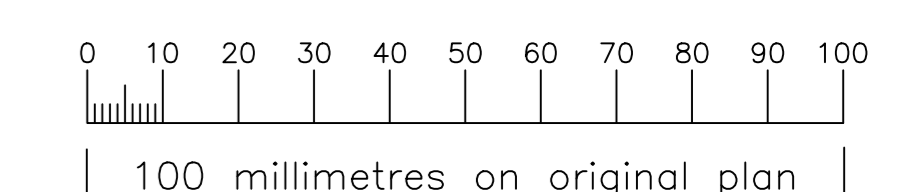
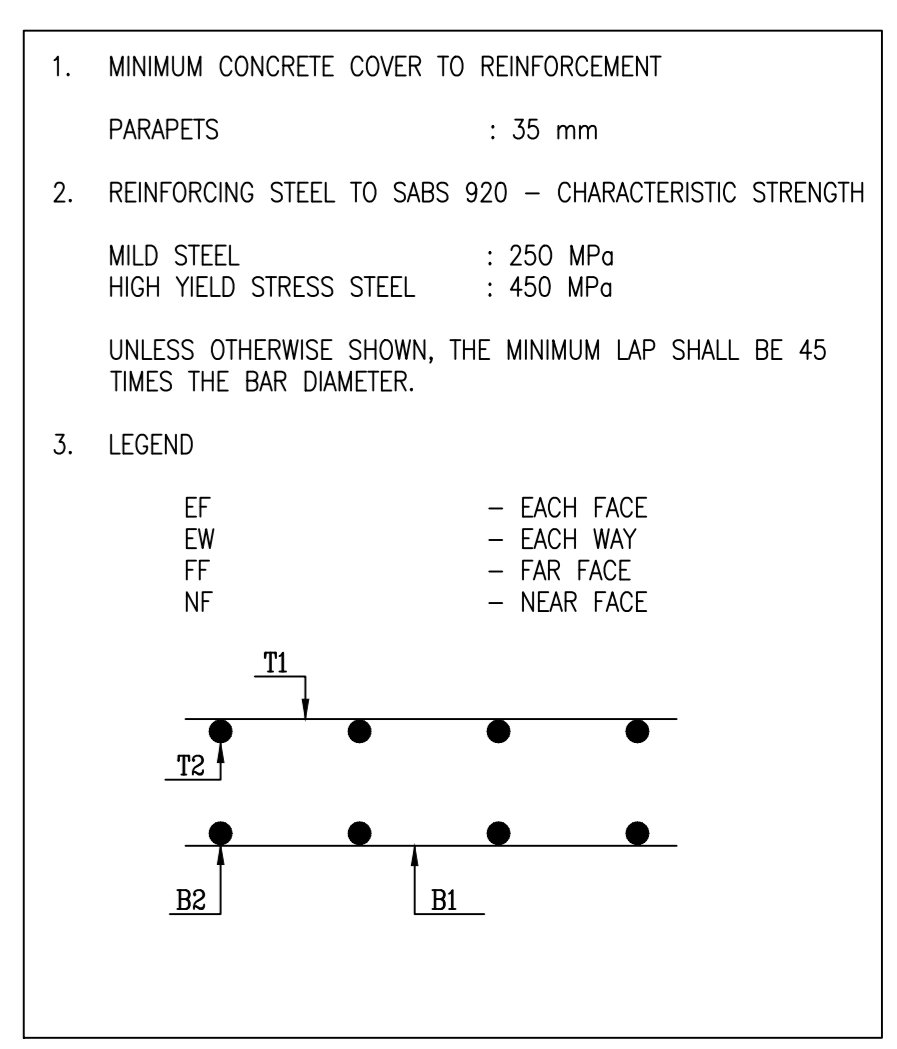
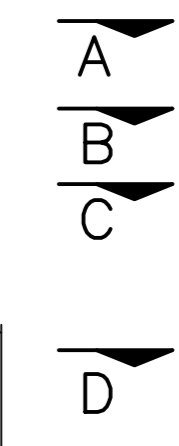
**SECTION E-E**



**TYPICAL INSIDE ELEVATION PANEL**  
SCALE 1:15

**NOTES**

- MINIMUM CONCRETE COVER : 40mm
- REINFORCEMENT DETAILED IN ACCORDANCE WITH SABS 0144 – 1995  
ABBREVIATIONS : –  
B1 – LOWEST BOTTOM LAYER  
B2 – SECOND LOWEST BOTTOM LAYER  
T1 – TOPMOST TOP LAYER  
T2 – SECOND HIGHEST TOP LAYER  
EF – EACH FACE  
ALT. – ALTERNATING  
STG. – STAGGERED  
ABR. – ALTERNATE BAR REVERSED
- MINIMUM LAP LENGTH TO BE 50 x DIA. OF THE SMALLER BAR
- REINFORCEMENT TO CONFORM TO SABS 920–1985  
HOT ROLLED HIGH YIELD STRESS DEFORMED (Y) BARS – CHARACTERISTIC STRENGTH 450 MPa  
HOT ROLLED ROUND MILD STEEL (R) BARS – CHARACTERISTIC STRENGTH 250 MPa



Date	Description	Checked	Signed
03/06/25	Issued For Construction		
AMENDMENTS			

**AS BUILT**  
Supervising Engineer: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervising Authority: \_\_\_\_\_

CAD File Ref:--  
File Ref:--  
Designed by : S. MHLONGO  
Checked by : J. KUNZE  
Drawn by : S. MHLONGO  
Checked by : J. KUNZE

Designed by: S. MHLONGO  
Checked by: J. KUNZE  
Drawn by: S. MHLONGO  
Checked by: J. KUNZE

**ABAQULUS MUNICIPALITY**

DESIGNED BY: **tpa**  
VICTORIA COUNTRY CLUB ESTATE  
PIETERMARITZBURG 3201  
TEL No. 033 347 0325  
FAX No. 086 666 8203

Signature: \_\_\_\_\_ Pr. Reg. Number \_\_\_\_\_

Bridge Engineer  
Head: Bridge Office

**THE CONSTRUCTION OF EMARASTENI BRIDGE**  
PARAPETS REINFORCEMENT DETAILS

Y = 17 357.250 X = 3 074 934.209	Staked km distance	Sheet : 6 of : 7
Scale AS SHOWN	Plan No : 305/ST/006	