

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY



APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF PAVED ROADS IN DAGGAKRAAL WARD 9, 10 AND 11

T11/2026

TENDER DOCUMENT

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

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NAME OF TENDERER:

TOTAL BID PRICE (EXCL. VAT):

TOTAL BID PRICE (INCL. VAT):

VAT AMOUNT:

CENTRAL SUPPLIER DATABASE NO:

TAX COMPLIANT STATUS PIN:

CLOSING DATE: MONDAY, 13 OCTOBER 2025 AT 12:00 PM



T1.1 TENDER NOTICE AND INVITATION TO TENDER



DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

TENDER T11/2026: APPOINTMENT OF A CONTACTOR FOR THE CONSTRUCTION OF PAVED ROADS IN DAGGAKRAAL WARD 9, 10 AND 11

CLOSING DATE AND TIME: MONDAY, 13 OCTOBER 2025 AT 12:00 PM

Tenders are hereby invited from Service Provider to submit bids for the **TENDER T11/2026: APPOINTMENT OF A CONTACTOR FOR THE CONSTRUCTION OF PAVED ROADS IN DAGGAKRAAL WARD 9, 10 AND 11**. Tenders should have a CIDB contractor grading of 4CE or higher.

Tender documents will be obtainable from Monday, 29 September 2025 at 09H00 at the Finance Department (Volksrust Offices) upon payment of a non-refundable tender levy of **R649,20** or may be downloadable free of charge from www.etenders.gov.za. Only cash and EFT payment will be accepted.

No compulsory briefing session will be held for this tender.

Duly completed tenders must be sealed in an envelope clearly marked: "MUNICIPAL MANAGER, DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY, TENDER NO. AND PROJECT NAME (as indicated in the table above) - CLOSING DATE: as indicated above must be placed in the tender box at Dr Pixley Ka Seme Local Municipality offices, c/o Adelaide Tambo Street & Dr Nelson Mandela Drive in Volksrust where tenders will be opened in public.

Late tenders, incomplete tender documents and tenders per email or fax will not be accepted and the Dr Pixley Ka Isaka Seme Local Municipality does not bind itself to accept the lowest or any tender. Dr Pixley Ka Isaka Seme Local Municipality reserves itself the right to accept a tender as a whole or in part. All the administrative enquiries can be directed to Ms. M.Ralinotsi – Tel: 017 734 6100 during office hours.

MR. M A NGCOBO
MUNICIPAL MANAGER

NOTICE NUMBER: 70/2025

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DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

TENDER T11/2026: APPOINTMENT OF A CONTACTOR FOR THE CONSTRUCTION OF PAVED ROADS IN DAGGAKRAAL WARD 9 AND 11

T1.2 Bid Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

The additional conditions of Bid are:

Clause number	Bid Data
F.1.1	The employer is the DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY.
F.1.2	The Bid documents issued by the employer comprise: T1.1 Bid notice and invitation to Bid T1.2 Bid data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment Part 2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4.1 Site information C4.2 Geotechnical Investigation C4.3 Photographs of existing road Appendices Annexure A : Schedule of Personnel and Employer Annexure B : Preliminary Programme Annexure C : Financial Details, Statements and Bank reference Annexure D : Special Conditions of Contracts Annexure E : Drawings for Tender

F.1.4	The employer's details are: Name: Dr. Pixley Ka Isaka Seme Local Municipality Address: c/o Adelaide Tambo & Dr. Nelson Mandela Drive Volksrust, 2470 Tel: 017 734 6100 Fax: 086 630 2209 E-mail: records@pixleykaseme.gov.za The employer's agent is: Name: DLV Project Managers and Engineers 144 Mark Street Vryheid 3100 Tel: 034 980 7242 Email: info@dlveng.co.za
F.2.1	Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit Bids.

Standard Conditions of Bid

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each Bidder submitting a Bid offer shall comply with these conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other Bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the Bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any Bid offer

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

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

F.2 Bidder's obligations

F.2.1 Eligibility

Submit a Bid offer only if the Bidder complies with the criteria stated in the Bid data and the Bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of Biding

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend **compulsory a clarification meeting** at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Bid data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Bid offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the Bided total of the prices.

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

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

F.2.11 Alterations to documents

Not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the Bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Bid offers

F.2.12.1 Submit alternative Bid offers only if a main Bid offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid offer is to be submitted with the main Bid offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

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

F.2.13 Submitting a Bid offer

F.2.13.1 Submit a Bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Bid data.

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the Bid offer at the address specified in the Bid data not later than **12h00 on Friday, 27 September 2024** as stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data.

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

F.2.16 Bid offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the Bid data for an agreed additional period.

F.2.17 Clarification of Bid offer after submission

Provide clarification of a Bid offer in response to a request to do so from the employer during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other Bid documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date of the Bid Notice until seven days before the Bid closing time stated in the Bid Data. If, as a result a Bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all Bidders who drew documents.

F.3.3 Return late Bid offers

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

F.3.4 Opening of Bid submissions

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

F.3.4.2 Announce at the opening held immediately after the opening of Bid submissions, at a venue indicated in the Bid data, the name of each Bidder whose Bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each Bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the Bid documents.

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

- Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

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

F.3.9 Arithmetical errors

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

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

Consider the rejection of a Bid offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a Bid offer

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

F.3.11 Evaluation of Bid offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	1) Rank Bid offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked Bidder for the award of the contract unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Bid evaluation points for financial offer. 2) Confirm that Bidders are eligible for the preferences claimed and if so, score Bid evaluation points for preferencing. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 3: Financial offer and quality	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score Bid evaluation points for financial offer. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score Bid evaluation points for financial offer. 3) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing. 4) Calculate total Bid evaluation points. 5) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 6) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. .

Note: Sub-clause F3.11.1 Method 4 will be used for the evaluation of this tender.

FUNCTIONALITY EVALUATION

The quality criteria and maximum score in respect of each of the criteria are as follows:

COMPETENCE ACHIEVEMENT SCHEDULES

TABLE A1: EXPERIENCE, REPUTATION AND REFERENCES

	TARGETED GOALS Name reference with contact details	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1		5		
2		5		
3		5		
4		5		
	SUB-TOTAL: Reputation and References	20		

SCORING QUALITY FOR TABLE A1 ABOVE: (Maximum 20 Points)

- Experience on previous contracts of a project with a similar scope and of similar value completed over last five years.
- Reference details must be valid in order to ensure gathering of relevant information. Experience must be on the Construction of Paved roads.
- The tenderer must submit a completion certificate for each project.
- The tenderer must also obtain a positive letter of reference from the Project Manager of previous completed project.
- Points shall be allocated to tenderers who submit both the completion certificate and the reference letter.
- Points shall be awarded as follows below for each project completed with a traceable reference:

Required	Points allocation	Proof required.
4 similar construction projects value above R 5 million or more	20 Points	Attach appointment letter and completion certificate per project submitted for evaluation.
3 similar construction projects value above R 5 million or more	15 Points	
2 similar construction projects value above R 5 million or more	10 Points	
1 similar construction projects value above R 5 million or more	5 points per project	
No similar work	0 points	

Note: Where appointed project values received from tenderers for consideration exceed the value stated above, a maximum of 5 points shall be awarded per project. Tenderers who do not submit at least one project shall be disqualified and not considered for further evaluation. To score the full 20 points, a minimum of 4 similar projects must be included.

TABLE A2: FINANCIAL REFERENCES

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Bank rating of "C" or better (proof attached)	4		
2	Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted	6		
	SUB-TOTAL: Financial references	10		

SCORING QUALITY FOR TABLE A2 ABOVE- (Maximum 10 Points)

- Proof of Banking Details and Bank Rating Letter of "C" or better must be attached.
- Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted.

Point Allocation:

Failure to Submit Details	Disqualification
Bank Rating of D, E or F	Disqualification
Bank Rating C or better	4 points
Proof of Guarantee/Letter of intent	6 points

A maximum of 10 points shall be allocated for Table A2.

Note: Bank rating and proof of guarantee must be attached. Tenderers who do not submit any of the above required documents shall be disqualified and shall not be considered further evaluation.

TABLE A3: SPECIFIC KNOWLEDGE

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Site agent trained in labour in intensive construction methods	4		
2	Contracts Manager	4		
3	Senior Foreman	4		
4	Quality control Officer	4		
5	Safety Officer	4		
	SUB-TOTAL: Specific Knowledge	20		

SCORING QUALITY FOR TABLE A3 ABOVE - (Maximum 20 Points)

Key Staff

- Site Agent – NQF 6 Qualification and National Diploma in Built Environment or equivalent and minimum of 5 years' relevant experience to score the maximum points in this category.
- Contracts Manager – A BSc/BTech qualification or Higher, minimum 10 years' experience based on field of expertise under consideration to score the maximum points in this category.
- Senior Foreman – NQF 4 Labor Intensive Construction, minimum 15 years relevant experience to score the maximum points in this category.
- Quality Control Officer – N Dip Civil Engineering, minimum 10 years' experience to score the maximum points in this category.
- Safety Officer – Safety Management Training Course (SAMTRAC) and registration with SACPCMP minimum 5 years or more relevant experience to score the maximum points in this category.

Point Allocation:

Personnel	15 Years' Experience or more	More than 10 Years', Less than 15 Years' Experience	More than 5 Years', Less than 10 Years' Experience	Less than 5 Years' Experience but more than 2	Less than 2 Years' Experience
Site Agent	4	4	3	2	0
Contracts' Manager	4	4	2	0	0
Senior Foreman	4	2	1	0	0
Quality Control Officer	4	4	2	0	0
Safety Officer	4	4	4	2	0

Note: CV's and certified copies of qualifications must be attached in order to qualify for points. Where CVs are attached with no certified copies of qualifications, no point will be awarded. A maximum of 4 points will be awarded for each relevant personnel and a maximum of 20 points can be awarded in this category.

TABLE A4: PLANT AND EQUIPMENT

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	1 TLB	2		
2	1 Tipper Trucks (10m ³ or above)	2		
3	1 Mechanical Vibrating Roller Man-Operated	2		
4	1 Grader	2		
5	Excavator	2		
	Sub-Total	10		

SCORING QUALITY FOR TABLE A4 ABOVE - (Maximum 10 Points)

Points are allocated for the availability of required plant and equipment for the project (proof of ownership to be attached or letter of intent from a hiring company must be attached). There will be no pro-rated points allocated for this section.

Where letters of intent from a hiring company are attached, they should:

- Be letters obtained prior to tender closing.
- not be older than 1 month prior to closing of tender.
- be signed and dated with the company stamp.

Note: No points shall be allocated for unsigned letters which do not fulfil the above requirements.

TABLE A5: PROJECT EXECUTION PLAN

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Methodology	4		
2	Organogram	4		
3	Health and Safety Plan	4		
4	Project Implementation Plan	4		
5	Programme	4		
	Sub-Total	20		

SCORING QUALITY FOR TABLE A5 ABOVE - (Maximum 20 Points)

Points are allocated for the Methodology, Organogram, Health and Safety Plan, Stormwater Management Plan and Programme respectively.

Points will be allocated for each document listed in table 4 as per below:

Excellent	The method statement, organogram, stormwater management report, health and safety plan and programme are specifically tailored for the project objectives and requirements, and deals in detail with the critical construction aspects	4 points
Good	The method statement, organogram, stormwater management report, health and safety plan and programme are generally tailored for the project objectives and requirements, and deals with the construction aspects	3 points
Satisfactory	The method statement, organogram, stormwater management report, health and safety plan and programme are generic and has been tailored to meet the project objectives and requirements without dealing with construction aspects	2 points

Poor	The method statement, organogram, stormwater management report, health and safety plan and programme are poor and does not adequately identify / satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and did not deal with construction aspects	1 points
No submission	The tenderer does not submit the Project Execution Plan	0 points

Note: The Project Engineer will evaluate each of these submitted document and shall determine the quality based on the scoring criteria above. A maximum of 20 points will be awarded in this category.

TABLE A6: QUALITY ASSURANCE AND CONTROL PLAN

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Quality Plan Report	10		
	Sub-Total	10		

SCORING QUALITY FOR TABLE A6 ABOVE - (Maximum 10 Points)

Points are allocated as below:

Excellent	The quality assurance and control plan is specifically tailored for the project objectives and requirements, and deals in detail with the critical construction aspects	10 points
Good	The quality assurance and control plan is generally tailored for the project objectives and requirements, and deals with the construction aspects	8 points
Satisfactory	The quality assurance and control plan is generic and has been tailored to meet the project objectives and requirements without dealing with construction aspects	6 points
Poor	The quality assurance and control plan is poor and does not adequately identify / satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and did not deal with construction aspects	2 points
No submission	The tenderer does not submit the quality control plan	0 points

Note: The Project Engineer shall evaluate the submitted document and shall determine the quality based on the scoring criteria above. A maximum of 10 points will be awarded in this category.

TABLE A7: QUALITY MANAGEMENT SYSTEM

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Quality Management Report	10		
	Sub-Total	10		

SCORING QUALITY FOR TABLE A7 ABOVE - (Maximum 10 Points)

Points are allocated as below:

Excellent	The tenderer has submitted an ISO 9001 Accredited Quality Management System document.	10 points
Satisfactory	The tenderer has submitted a generic internal Quality Management Document which is not ISO Accredited.	6 points
No submission	The tenderer does not submit the Quality Management System document.	0 points

Note: The adjudicator will evaluate the submitted document and shall determine the quality based on the scoring criteria above. A maximum of 10 points will be awarded in this category.

TABLE A8: FUNCTIONALITY AND QUALITY SCORING TOTALS

Scoring as per Tables A1 to A7 above.		Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
Functionality and Quality	Table A1	20		
	Table A2	10		
	Table A3	20		
	Table A4	10		
	Table A5	20		
	Table A6	10		
	Table A7	10		
	Sub Total	100		

The minimum number of evaluation points for quality is 70 points. Tenderers who score less than 70 points in this category will be deemed as non-responsive

SPECIFIC GOALS (Stage 3)

1. GENERAL CONDITIONS

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

The 80/20 preference point system will be used to allocate points for tenders in this category.

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51%Black	4	
At least 51%Youth	5	
At least 51%Woman	4	
At least 51%People Living with Disability	2	
Demographic/ Area/ Locality-Gert Sibande District	5	
TOTAL	20	

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY
APPOINTMENT OF A CONTACTOR FOR THE CONSTRUCTION OF PAVED ROADS IN
DAGGAKRAAL WARD 9, 10 AND 11

T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

1 Returnable Schedules required only for Bid evaluation purposes

- Certificate of Attendance at a Tender Site Meeting
- Record of Addenda to Bid Documents
- Certificate of authority for joint ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Bidder's Experience
- Municipal statement on Bidder's rates and taxes

2 Other documents required only for Bid evaluation purposes

- completed tender documents;
- a company profile;
- a company registration certificate;
- certified ID copies of the company's shareholders, members, trustees, etc
- a valid tax clearance certificate;
- a proposed construction / works programme;
- letter confirming a signatory of authority
- CIDB registration certificate
- an original B-BBEE certificate; and
- proof of purchase of the Bid document (i.e. copy of the receipt)
- Bidder's questionnaire (MBD1)
- Declaration of Interest (MBD 4)
- Preference Points Claim Form in Terms Of The Preferential Procurement Regulations 2022 (MBD 6.1)
- Affidavit of Good Standing
- Banking Details

3 Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences)
- Contractor's Health and Safety Declaration
- National Treasury's Central Supplier database
- Profoma forms to be Completed by Successful Tenderer

4 Other documents that will be incorporated into the contract

5 The offer portion of the C1.1 Offer and Acceptance

6 C1.2 Contract Data (Part 2)

7 C2.2 Bill of quantities

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*).....

..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

Record of Addenda to Bid documents

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:			
	Date	Title or Details	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
Attach additional pages if more space is required.			
Signed		Date	
Name		Position	
Bidder			

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorise Mr/Ms
. , authorised signatory of the company
. , acting in the capacity of lead partner, to sign all
documents in connection with the Bid offer and any contract resulting from it on our behalf.

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

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

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

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

Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Bidder			

Schedule of the Bidder's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number.	Description of Contract and Scope of Work	Value of work inclusive of VAT (Rand)	Date completed

Signed		Date	
Name		Position	
Bidder			

Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Bidder			

MBD1

MBD1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY					
BID NUMBER:	T02/2026	CLOSING DATE:	13 OCTOBER 2025	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION OF PAVED ROADS IN DAGGAKRAAL WARD 9,10 AND 11				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Dr Pixley ka Isaka Seme Local Municipality Offices (Entrance Foyer)					
Cnr Adelaide Tambo Street and Dr Nelson Mandela Drive					
Volksrust					
2470					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
i ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ii ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
				☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
iii TOTAL NUMBER OF ITEMS OFFERED				iv TOTAL BID PRICE	
				R	
v SIGNATURE OF BIDDER				vi DATE	
vii CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Unit		DEPARTMENT	Technical Services	
CONTACT PERSON	Ms. M. Ralinotsi		CONTACT PERSON	Mr M Nene	
TELEPHONE NUMBER	017 734 6000		TELEPHONE NUMBER	017 734 6135	
FACSIMILE NUMBER	086 630 2209		FACSIMILE NUMBER	086 630 2209	
E-MAIL ADDRESS	melodyr@pixleykaseme.gov.za		E-MAIL ADDRESS	menzin@pixleykaseme.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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**

3.6.1 If so, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

.....
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

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

3.9.1 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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	

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

2. DEFINITIONS

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

- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1. 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:

5.2. 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.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% Black	4	
At least 51% Youth	5	
At least 51% Woman	4	
At least 51% People Living with Disability	2	
Demographic/ Area/ Locality - Gert Sibande District	5	
TOTAL	20	

8. SUB-CONTRACTING

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

YES / NO
 (delete which is not applicable)

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor

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

(iv) whether the sub-contractor is an EME? YES / NO
 (Delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?.....

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

- (i) The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

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

DATE:

ADDRESS:

.....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 1 (TO BE FILLED IN BY THE PURCHASER /THE MUNICIPALITY)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

-
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (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

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

AFFADAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT

The Tenderer hereby certifies that neither it or any of the principals of the enterprise is 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. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

DECLARATION *(to be signed in the presence of a Commissioner of Oaths)*

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf:

Address:

.....

.....

Telephone:.....

Signed and sworn to before me at.....on

this theday ofby the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths

NOTE : This affidavit comprises one (1) page all of which must be initialed by both the Deponent and the Commissioner of Oaths

BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided. a letter from the bank with bank stamp confirming that the tenderer has an active bank account with the bank or a letter generated online from the Bank .

NAME OF TENDERER					
NAME OF ACCOUNT HOLDER AT BANK					
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	☐	SAVINGS	☐	TRANSMISSION
BANK					
BRANCH NAME					
ACCOUNT NUMBER					
BRANCH CODE					
BANK TELEPHONE NO					
BANK ADDRESS					
NAME OF BANK MANAGER					
TELEPHONE NUMBER					
FAX NUMBER					
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK					
CREDIT FACILITIES AVAILABLE (State Amount)					

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI
Construction Manager						
Site Agent						
Site Foreman						
Artisans and other Skilled Workers						
Unskilled Workers						

Designation	Names	Project Type	Value of Works	Year Completed
LIC NQF 5 Supervisors				

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

CURRICULUM VITAE OF KEY PERSONNEL

The success of this project will largely depend on the ability of the **site foreman** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

Failure to provide proof of a suitable candidate to manage the work on a permanent basis on site during the currency of the contract will result in dis-qualification in terms of Clause F.2.1.

Contract Managers Name:	Years with firm:
Qualifications:	
NQF 7 Registration Number:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no. of years experience managing civil engineering construction projects in building related activities)	

Project Description: Appointment of a contractor for the construction of roads in Daggakral ward 9, 10 and 11
Project Number: T11/2026

Site Agent Name:	Years with firm:
Qualifications:	
NQF 5 Registration Number:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no. of years' experience managing civil engineering construction projects in building related activities)	

Project Description: Appointment of a contractor for the construction of roads in Daggakral ward 9, 10 and 11
Project Number: T11/2026

LIC Manager/Supervisor Name:	Years with firm:
Qualifications:	
NQF 5 Registration Number:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no. of years experience managing civil engineering construction projects in building related activities)	

Project Description: Appointment of a contractor for the construction of roads in Daggakral ward 9, 10 and 11
Project Number: T11/2026

Foreman Name:	Years with firm:
Qualifications:	
NQF 5 Registration Number:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no. of years' experience managing civil engineering construction projects in building related activities)	

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *Purchaser* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993) herein after referred to as the "Act"
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

(a)	From my own competent resources	*Yes / No
(b)	From my own resources still to be appointed or trained until competency is achieved	*Yes / No
(c)	From outside sources by appointment of competent specialist subcontractors	*Yes / No

(* = *delete whatever is not applicable*)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser's* personnel, ZDM officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. ZDM is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderers are required to provide the CSD summary form and the information below to ZDM in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

PROFORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

- PERFORMANCE GUARANTEE
- DISCLOSURE STATEMENT
- ADJUDICATION BOARD MEMBER AGREEMENT
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2014
- INSURANCE APPLICATION IF TO BE COVERED BY INSURANCE POLICY AS PROVIDED FOR IN THE CONDITIONS OF CONTRACT

PRO FORMA PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate of R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience

and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the
-

Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

PRO FORMA DISCLOSURE STATEMENT

(Please note that words in italics within brackets are items which should be stated)

Date:

Contract: **APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF ROADS IN DAGGAKRAAL WARD 9,10 AND 11**

Contractor: _____

Employer: **DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY**

Engineer: DLV Project Managers & Engineers (Pty) Ltd

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the abovementioned Contract. In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Engineer.
- I do not have any financial connections with the Contractor, Employer or Engineer.
- I do not have or have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

PRO FORMA ADJUDICATION BOARD MEMBER AGREEMENT

(Please note that words in italics within brackets are items which should be stated)

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

Employer: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Members as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 - a. A monthly retainer of *(amount)* for *(number)* of months, and /or

-
- b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
 - c. A hourly fee of *(amount)*, and/or
 - d. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the *(Contractor/Employer*)* shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amounts so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:.....

Contractor's name:..... Place:

.....Date:

Employer's signature:.....

Employer's name:..... Place:

.....Date:

Adjudication Board Member's signature:.....

Adjudication Board Member's name:..... Place:

.....Date:

**Delete the inapplicable party*

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor:.....
.....
(b) Name of Contractor's contact person:
Telephone number:
2. Contractor's workman's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:.....
Telephone number
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR: DATE:

CLIENT:

VOLUME 2: CONTRACT

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C1.1 Form of Offer and Acceptance

Offer

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

Bid: TENDER T11/2026 APPOINTMENT OF A CONTACTOR FOR THE CONSTRUCTION OF PAVED ROADS IN DAGGAKRAAL WARD 9, 10 AND 11

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

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

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

..... Rand (in words);
R (in figures)

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

Signature Date

Name

Capacity

for the Bidder

(Name and
address of
organization)

.....
Name and
signature
of witness

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Bid data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder 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.

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

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

Signature Date

Name

Capacity

**for the
Employer**

THE MUNICIPAL MANAGER
DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY
Private Bag X9011
VOLKSRUST
2470

Name and
Signature

of witness
Date

Schedule of Deviations

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

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

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

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

C1.2 Contract Data

The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract Drawings. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947).

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

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

The variations to the General Conditions of Contract are:

- 4.5.2 Replace the term "Safety" with "Occupational Health and Safety"
- 49.6.1 to 4.9.6.3 Replace the term "Bank" with "Bank or Insurance Company"
- 55.1.8 Replace sub-clause with:
The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.

The additional clauses to the General Conditions of Contract are:

Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

42
$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

Where:

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

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

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.

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

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

DPLISM discourages fraud and corruption.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specification.

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

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to abnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

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

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

PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS:

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.

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

LINKAGE OF PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA

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.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants

- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

Part 1: Contract Data completed by the Employer

Clause Contract Specific Data by the Employer

1.1.14 **Name of Employer:** DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

1.2.2 **The address of the Employer is:**
Address (physical): Cnr Adelaide Tabo & Nelson Mandela Drive, Volksrust
Address (postal): Private Bag X9011, Volksrust, 2470

Telephone: 017 734 6100
Fax: 017 735 3004

1.1.15 **Name of Engineer:** DLV Project Managers and Engineers

1.2.2 **Address of the Engineer:**

Physical:
144 Mark Street
Vryheid
3100

Telephone: 034 9807242
Email: info@dlveng.co.za

1.6 & 38 The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 16th December and the first Monday of the subsequent year.

Clause Contract Specific Data by the Employer

- 2.3 The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:
1. Nominating the Engineer's Representative in terms of Clause 2.4.
 2. Delegation of Engineer's authority in terms of Clause 2.7.
 3. Providing consent for subcontracting part of the contract in terms of Clause 6.2.
 4. The issuing of further drawings or instructions in terms of Clause 13.1
 5. The issuing of instructions for dealing with fossils and the like in terms of Clause 15.
 6. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 32.2.2.
 7. The issuing of a variation order in terms of Clause 36.2.
 8. Issuing of instructions to carry out work on a day work basis in terms of Clause 37.1.4.
 9. Granting permission to work during non-working times in terms of Clause 38.1.
 10. Suspend the progress of the works in terms of Clause 39.1.
 11. The issuing of an instruction to accelerate progress in terms of Clause 40.3.
 12. The reduction of a penalty for delay in terms of Clause 43.2.
 10. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 46.4.
 11. The giving of a ruling on a contractor's claim in terms of Clause 48.5.
 12. The agreeing of an extension to the 28 period in terms of Clause 48.5.1.
 13. The inclusion of credits in the next payment certificate in terms of Clause 48.5.2.
 14. The agreeing of the adjustment of the sums for general items in terms of Clause 50.1.
- 7 The time to deliver the Form of Guarantee within **14 days** of the Commencement Date.
 The Form of Guarantee is to contain the wording of the document included in Clause.3.
 The liability for the guarantee shall be for **10% of the contract amount**.
- 10.1 The Works are to be commenced within **14 days** of the Appointment Date.
- 12.2 The Works programme is to be delivered within **14 days** of the Commencement Date.
- 35.1.1.2.2 The value of the materials supplied by the Employer to be included in the insurance sum is **R0-00**
- 35.1.1.2.3 The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum is **R0-00**
- 35.1.3 The limit of liability insurance is **10% of the contract amount** per claim.
- 35.1.4 No additional insurance is required.
- 37.2.2.3 The percentage allowance to cover overhead charges is **15%**.
- 42.1 The works shall be completed within three **(03) months** exclusive of year end break.
- 43.1 The penalty for failing to complete the Works is **1.5% of the contract amount per month**.
- 46.2 Contract Price Adjustment is not applicable to this contract.
 The value of "x" is 0,15
- a = 0.15 (labour)
 b = 0.20 (plant)
 c = 0.55 (materials)
 d = 0.10 (fuel)
- The urban area nearest the site is Volksrust.
-

Clause Contract Specific Data by the Employer

- 49.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%
- 49.3 The percentage retention on amounts due to the Contractor is **10% of the contract amount**, excluding contract price adjustment, contingencies and VAT.
- 49.6 A Retention Money Guarantee is **permitted**.
- 53.1 The Defects Liability Period is **12 months** measured from the date of the Certificate of Completion.
- 58.2 Dispute resolution is to be by means of adjudication
- 58.4 Disputes are to be referred for final settlement to arbitration.

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

1.8

1.2.2 The name of the Contractor is:

The address of the contractor is:

Telephone:

Facsimile:

Address (physical):

.....

.....

Address (postal):

.....

.....

46.3 The variation in cost of special materials is:

Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.
	Containers	Delivered in bulk	

*State unit in appropriate column

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

C1.3 Form of Guarantee

Contract No: Description

WHEREAS The **DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....

.

(hereinafter called “the Contactor”) on the day of20.....

..

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 fulfillment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give 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 authorized 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, alterations 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 full 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 Guaranteed Sum of
.....Rand (in words); R
(in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our 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

Signature

Duly authorized to sign on behalf of

Address

.....
.....

As witnesses:

1

2

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

C2. Pricing Data

C2.1 Pricing Instructions

- 1 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work,

	and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5	It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6	Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount Bided such items
7.	An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8.	The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9.	Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10.	The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11.	Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
12.	Those parts of the contract to be constructed using labour-intensive methods have been identified in the scope of works. Tenderers must price such works so as to allow for Labour-intensive construction methods. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract.
13.	Payment for items which are designated to be constructed labour-intensively 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.
14.	The tenderer should price for both Ward 9 and Ward 11 respectively.

PIXLEY KA SEME LOCAL MUNICIPALITY

CONSTRUCTION OF ROADS IN DAGGAKRAAL WARD 9, 10 AND 11

C2.2 Bill of Quantities

GENERAL REQUIREMENTS AND PROVISION

TOTAL CARRIED FORWARD	
-----------------------	--

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE		AMOUNT
BROUGHT FORWARD							
	13.01	Contractor's general obligations					
2.1		(a) Fixed obligations	LS	1			
2.2		(c) Time-related obligations	Month	6			
2.3	B13.02	Supply, transport to site and erection of the signboard	No	1			
2.4	B13.03	Provision of lump sum to comply with the requirements of the health and safety specifications	LS	1			
2.5	B13.04	Time related obligations to comply with the requirements of the H&S specifications.	Month	6			
		PLEASE NOTE:					
		The combined total tendered for sub-item(a) and (c) shall not exceed 15% of the Bid Price Less allowances for Dayworks, allowance for Rate Only Items, Contract Price Adjustment , Contingencies and Value Added Tax.					
		Provision for EPWP					
2.6		Extra over sub-item for branding of EPWP PPE	Sum	1			
		PROVISION FOR TRAINING					
2.7		General Skills Training	Person days of Training	50			
2.8		Allowance for CEITS skills training of local labour	Prov. Sum	1	R	10 000.00	R 10 000.00
2.9		Handling cost and profit in respect of sub-item 1.8.2 above.	%	R	10 000.00		
2,10'		Training Venue (only if required)	Lump Sum	1	R	3 000.00	R 3 000.00
2.11		Transport and accomodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum)	Sum	1	R	5 000.00	R 5 000.00
2.12		Handling cost and profit in respect of sub-item 1.8.5 above.	%	R	5 000.00		
TOTAL CARRIED FORWARD							

[illegible]

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE		AMOUNT
BROUGHT FORWARD							
4.1	15.01	Accommodating traffic and maintaining temporary deviations	km	0.8			
	15.03	Temporary traffic control facilities:					
4.2		(a) Flagmen	Man-day	200			
4.3		(b) Portable STOP and GO-RY Signs.	No	2			
4.4		(e) Road sign R and TR-series (1200mm) (f) Road Signs, TW-Series (1200mm) (1) Triangular	No	1			
4.5		(i) 1500mm long sides	No	1			
4.6		(ii) 1500mm long sides [TW 305 + TIN 11.3]	No	1			
4.7		(ii) 1500mm long sides [TW 336 + TIN 11.3]	No	1			
4.8		(2) Rectangular (i) 1200mm x 1600mm long sides [TW 336 + TIN 11.3] (h) Delineators TW 401/TW402(DTG 50J)	No	1			
4.9		(1) Single [200mm wide x 1000mm high]	No	2			
4,10'		(n) Provision of high visibility safety jackets and safety hats.	No	6			
4.11		(iii) Base, including ballast	No	0			
4.12	B15.04	Relocation of traffic control facilities	Sum	1			
	15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations					
4.13		(a) Temporary deviations	m³	50			
4.14	15.06	Watering of temporary deviations	kl	500			
	15.14	Allow provision for :					
4.15		(a) Repair of damaged temporary road signs and delineators.	Prov Sum	1	R	5 000.00	R 5 000.00
4.16		(d) Handling costs and profit in respect of 15.14(a)	%	R 5 000.00			
TOTAL CARRIED FORWARD							

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T11/2026

DAYWORKS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	B 18.01	Personnel during normal working hours				
5.1		(a) Unskilled labour	Hr	1		
5.2		(b) Semi-skilled labour	Hr	1		
5.3		(c) Ganger	Hr	1		
5.4		(d) Flagmen	Hr	1		
5.5		(e) Foreman	Hr	1		
	B 18.02	Plant				
5.6		(a) Grader (CAT 140G or Similar).	Hr	1		
5.7		(d) Track Excavator (CAT 235 or similar).	Hr	1		
5.8		(e) Vibratory Roller (BOMAG 212 or Similar).	Hr	1		
5.9		(f) Pedestrian Roller(Bomag BW 90 or Similar)	Hr	1		
5.10'		(g) Water Truck(5000litres)	Hr	1		
5.11		(h) Tipper Truck(10m³)	Hr	1		
5.12		(i) Backhoe TLB (CAT 428 or equivalent).	Hr	1		
5.13	LIC	(j) Dewatering pump including generator and accessories (50mm pump, 600 l/m)	Hr	1		
TOTAL CARRIED FORWARD						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
8.1	31.01	Excess overburden	m3	7		
	31.03	Finishing off borrow areas in:-				
8.2		b) Intermediate material	Ha	0.1		
8.3		c) Soft material	Ha	0.1		
8.4	B 31.05	(a) Royalties for sourcing selected fill material from inkosi borrow pits.	Prov Sum	1	R 27 000.00	R 27 000.00
8.5		(b) Handling Cost on Item B 31.05	%	R 27 000.00		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T11/2026

SECTION 2: MASS EARTHWORKS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	33.01	Cut and borrow to fill, including free-haul up to 1 km				
		(a) Gravel material in compacted layer thickness of 125mm and less				
9.1		(i) Compacted to 93% of modified AASHTO Density	m ³	250		
	33.03	E.O. item 33.01 for excavating and breaking down material in:				
9.2		a) Intermediate excavation	m ³	124		
	33.04	Cut to spoil, including free-haul up to 10 km Material obtained from				
9.3		(a) Soft excavation	m ³	124		
9.4		(b) Hard excavation	m ³	0.5		
9.5		(c) Boulder excavation	m ³	0.5		
	33.07	Removal of unsuitable material (including freehaul of 10km)				
		(a) In layer thicknesses of 200 mm and less				
9.6		(1) Stable material	m ³	250		
		b) In layer thickness exceeding 200mm				
9.7		i) Stable material	m ³	0.3		
9.8	33.09	Material bladed to windrow	m ³	0.3		
9.9	33.11	Three roller pass compaction	m ²	0.3		
	33.12	Insitu treatment of roadbed				
9.10'		(a) Insitu treatment by ripping	m ³	302		
	33.13	Finishing off cut and fill slopes, medians and interchange areas:				
9.11		a) Cut slopes	m ²	0.3		
9.12		b) Fill slopes	m ²	0.3		
9.13		Overhaul on material hauled in excess of 1 km. (ordinary over haul)	m ³ .km	1100		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	B34.01	Pavement layers constructed from, taken from borrow pit:				
		(a) Gravel base layer G4 compacted to:				
10.1		(ii) 98% of modified AASHTO density (125mm thick)	m³	0.3		
		(b) Gravel subbase layer G5 or better compacted to:				
10.2		(ii) 98% of modified AASHTO density (125mm thick)	m³	0.3		
		(c) Gravel base layer C4 (125mm thick) compacted to:				
10.3		(i) 98% of modified AASHTO density .	m³	245		
10.4	34/16.02	Overhaul on material hauled in excess of 5.0 km. (ordinary overhaul)	m³.km	1168		
		ALLOW FOR SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS AND PLACING AND COMPACTING THE GRAVEL LAYERS(SECTION 3200).				
10.5	34/32.05	Add normal grid rolling	m³	0.3		
10.6	34/32.06	Stockpiling of materials	m³	0.3		
TOTAL CARRIED FORWARD TO SUMMARY						

TOTAL CARRIED FORWARD TO SUMMARY	
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SECTION 2: CONCRETE BLOCK PAVING FOR ROADS

TOTAL CARRIED FORWARD TO SUMMARY	
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ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	LIC	Stone Pitching:				
		a) Plain pitching				
14.1		i) Method 1	m ²	10		
14.2		b) Grouted stone pitching on a concrete bed, 100 mm thick	m ²	10		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T02/2027

SECTION 2: STABILIZATION

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	35.01	Chemical stabilisation(125mm thick) extra over unstabilized compacted layers:				
11.1		(a) Lower subbase	m ³	0.3		
11.2		(b) Upper subbase	m ³	0.3		
	35.02	Chemical Stabilizing Agent:				
11.3		(a) Ordinary Portland cement 4%	t	15		
11.4	35.04	Provision and application of water for curing.	kl	19		
11.5	35.05	Curing by covering with a subsequent layer (immediate placing by Engineer's Instruction).	m ²	0.3		
	B35,14	Stabilized layer trial section constructed by:				
		(a) Normal/conventional methods				
11.6		(i) Cement stabilization of base(125mm thick).	m ³	1		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T11/2026

SECTION 3: CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	2300	CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS				
	LIC	(a) Concrete kerbing to SABS 927 with insitu cast channelling as per detail.				
		(1) Fig 8				
6.1		(i) Radius 4.01 m to 20 m	m	300		
6.2		(ii) Straight and radius less than 20mm to 20 m	m	1		
6.3	LIC	Trimming for concrete-lined open drains				
6.4		(a) In soft material	m³	1		
6.5		(b) In hard material	m³	1		
6.6	23.08	Concrete lining for edge beams				
	LIC	(a) Cast in-situ concrete class 25/19 for the following types of edge beams.				
6.7	LIC	(i) Concrete edge beams	m³	10		
	LIC	Formwork to cast in-situ concrete lining for open drains(Class F2 surface finish).				
6.8	LIC	(a) To end of edge beam	m²	45		
6.10	LIC	(b) To inside of concrete edge beam	m²	1		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
8.1	31.01	Excess overburden	m3	10		
	31.03	Finishing off borrow areas in:-				
8.2		b) Intermediate material	Ha	0.1		
8.3		c) Soft material	Ha	0.1		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T11/2026

SECTION 3: MASS EARTHWORKS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	33.01	Cut and borrow to fill, including free-haul up to 1 km				
		(a) Gravel material in compacted layer thickness of 125mm and less				
9.1		(i) Compacted to 93% of modified AASHTO Density	m ³	235		
	33.03	E.O. item 33.01 for excavating and breaking down material in:				
9.2		a) Intermediate excavation	m ³	116		
	33.04	Cut to spoil, including free-haul up to 10 km Material obtained from				
9.3		(a) Soft excavation	m ³	116		
9.4		(b) Hard excavation	m ³	0.5		
9.5		(c) Boulder excavation	m ³	0.5		
	33.07	Removal of unsuitable material (including freehaul of 10km)				
		(a) In layer thicknesses of 200 mm and less				
9.6		(1) Stable material	m ³	250		
		b) In layer thickness exceeding 200mm				
9.7		i) Stable material	m ³	0.5		
9.8	33.09	Material bladed to windrow	m ³	0.5		
9.9	33.11	Three roller pass compaction	m ²	0.5		
	33.12	Insitu treatment of roadbed				
9.10'		(a) Insitu treatment by ripping	m ³	302		
	33.13	Finishing off cut and fill slopes, medians and interchange areas:				
9.11		a) Cut slopes	m ²	1		
9.12		b) Fill slopes	m ²	1		
9.13		Overhaul on material hauled in excess of 1 km. (ordinary over haul)	m ³ .km	1167		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T02/2026

SECTION 3: PAVEMENT LAYERS OF GRAVEL MATERIAL

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	B34.01	Pavement layers constructed from, taken from borrow pit:				
		(a) Gravel base layer G4 compacted to:				
10.1		(ii) 98% of modified AASHTO density (125mm thick)	m³	0.3		
		(b) Gravel subbase layer G5 or better compacted to:				
10.2		(ii) 98% of modified AASHTO density (125mm thick)	m³	0.3		
		(c) Gravel base layer C4 (125mm thick) compacted to:				
10.3		(i) 98% of modified AASHTO density .	m³	245		
10.4	34/16.02	Overhaul on material hauled in excess of 5.0 km. (ordinary overhaul)	m³.km	1100		
		ALLOW FOR SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS AND PLACING AND COMPACTING THE GRAVEL LAYERS(SECTION 3200).				
10.5	34/32.05	Add normal grid rolling	m³	0.3		
10.6	34/32.06	Stockpiling of materials	m³	0.3		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T11/2026

SECTION 3: ROAD SIGNS WITH PAINTED OR COLOURED SEMI-MATT BACKGROUND.

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
		(c) Prepainted galvanized steel plate(chromadek 1,6mm thick or approved equivalent):				
13.1		Area not exceeding 2m ²	m ²	4		
13.2		Area exceeding 2m ² but not 10m ²	m ²	2		
		(e) Chromadek 1,4mm thick regulatory warning and information signs				
		(1) Octagonal				
13.3		(iii) 914mm	No	1		
		Round				
13.4		(ii) 914mm	No	1		
		Danger Plates				
13.5		(i) 500mm x 200mm	No	0		
		Road signs supports (overhead road signs structures excluded):				
13.6	LIC	(a) Steel tubing				
13.7		(i) S76mm dia, 2mm thick	t	0.2		
13.8		(b) Treated timber poles (100-150mm dia)	m	7		
13.9	56.05	Excavation and backfilling for road sign supports.	m ³	3		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
15.1	81.02	Other special tests requested by the engineer: (a) Cost of testing	Prov Sum	1	R 6 500.00	R 6 500.00
15.2		(b) Charge on Prime cost sum	%	R 6 500.00		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T02/2027

SECTION 3: STABILIZATION

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	35.01	Chemical stabilisation(125mm thick) extra over unstabilized compacted layers:				
11.1		(a) Lower subbase	m³	0.3		
11.2		(b) Upper subbase	m³	0.3		
	35.02	Chemical Stabilizing Agent:				
11.3		(a) Ordinary Portland cement 4%	t	15		
11.4	35.04	Provision and application of water for curing.	kl	19		
11.5	35.05	Curing by covering with a subsequent layer (immediate placing by Engineer's Instruction).	m²	0.3		
	B35,14	Stabilized layer trial section constructed by:				
		(a) Normal/conventional methods				
11.6		(i) Cement stabilization of base(125mm thick).	m³	0.3		
TOTAL CARRIED FORWARD TO SUMMARY						

[illegible]

[illegible]

MASS EARTHWORKS						
ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	33.01	Cut and borrow to fill, including free-haul up to 1 km				
		(a) Gravel material in compacted layer thickness of 125mm and less				
9.1		(i) Compacted to 93% of modified AASHTO Density	m³	235		
	33.03	E.O. item 33.01 for excavating and breaking down material in:				
9.2		a) Intermediate excavation	m³	116		
	33.04	Cut to spoil, including free-haul up to 10 km Material obtained from				
9.3		(a) Soft excavation	m³	116		
9.4		(b) Hard excavation	m³	1		
9.5		(c) Boulder excavation	m³	1		
	33.07	Removal of unsuitable material (including freehaul of 10km)				
		(a) In layer thicknesses of 200 mm and less				
9.6		(1) Stable material	m³	235		
		b) In layer thickness exceeding 200mm				
9.7		i) Stable material	m³	1		
9.8	33.09	Material bladed to windrow	m³	1		
9.9	33.11	Three roller pass compaction	m²	1		
	33.12	Insitu treatment of roadbed				
9.10'		(a) Insitu treatment by ripping	m³	285		
	33.13	Finishing off cut and fill slopes, medians and interchange areas:				
9.11		a) Cut slopes	m²	1		
9.12		b) Fill slopes	m²	1		
9.13		Overhaul on material hauled in excess of 1 km. (ordinary over haul)	m³.km	1100		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T02/2026

PAVEMENT LAYERS OF GRAVEL MATERIAL

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	B34.01	Pavement layers constructed from, taken from borrow pit:				
		(a) Gravel base layer G4 compacted to:				
10.1		(ii) 98% of modified AASHTO density (125mm thick)	m ³	1		
		(b) Gravel subbase layer G5 or better compacted to:				
10.2		(ii) 98% of modified AASHTO density (125mm thick)	m ³	1		
		(c) Gravel base layer C4 (125mm thick) compacted to:				
10.3		(i) 98% of modified AASHTO density .	m ³	245		
10.4	34/16.02	Overhaul on material hauled in excess of 5.0 km. (ordinary overhaul)	m ³ .km	1100		
		ALLOW FOR SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS AND PLACING AND COMPACTING THE GRAVEL LAYERS(SECTION 3200).				
10.5	34/32.05	Add normal grid rolling	m ³	1		
10.6	34/32.06	Stockpiling of materials	m ³	1		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11

CONTRACT No: T11/2026

ROAD SIGNS WITH PAINTED OR COLOURED SEMI-MATT BACKGROUND.

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
	56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
		(c) Prepainted galvanized steel plate(chromadek 1,6mm thick or approved equivalent):				
13.1		Area not exceeding 2m ²	m ²	4		
13.2		Area exceeding 2m ² but not 10m ²	m ²	2		
		(e) Chromadek 1,4mm thick regulatory warning and information signs				
		(1) Octagonal				
13.3		(iii) 914mm	No	1		
		Round				
13.4		(ii) 914mm	No	1		
		Danger Plates				
13.5		(i) 500mm x 200mm	No	1		
	LIC	Road signs supports (overhead road signs structures excluded):				
13.6		(a) Steel tubing				
		(i) S76mm dia, 2mm thick	t	0.2		
		(b) Treated timber poles (100-150mm dia)	m	7		
13.7	56.05	Excavation and backfilling for road sign supports.	m ³	3		

TOTAL CARRIED FORWARD TO SUMMARY

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				
15.1	81.02	Other special tests requested by the engineer: (a) Cost of testing	Prov Sum	1	R 6 500.00	R 6 500.00
15.2		(b) Charge on Prime cost sum	%	R 6 500.00		
TOTAL CARRIED FORWARD TO SUMMARY						

[illegible]

CONSTRUCTION OF ROADS IN DAGGASKRAAL WARD 9, 10 AND 11
CONTRACT No: T11/2026

SUMMARY OF BILL OF QUANTITIES

SECTION 1 GENERAL REQUIREMENTS AND PROVISION

SECTION 2 WARD 9

SECTION 3 WARD 10

SECTION 4 WARD 11

TOTAL OF SCHEDULE OF QUANTITIES

ADD CONTINGENCIES 10%

SUBTOTAL - B

ADD VAT@ 15%

GRAND TOTAL

C3: SCOPE OF WORK

C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

PART A: GENERAL

PS-1	Project Description
PS-2	Description of the Site and Access
PS-3	Details of the Works
PS-4	Construction Management Requirements

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1	Project Specifications Relating to the Standard Specifications and Other Additional Specifications.
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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	2300	Concrete Kerbing, Concrete Channelling, Chutes and Down pipes and Concrete Linings for Open Drains
Section	3100	Borrow Materials
Section	3300	Mass Earthworks
Section	3400	Pavement Layers of Gravel Material
Section	3500	Stabilisation
Section	4100	Prime Coat
Section	4300	Seals: Materials and General Requirements
Section	5200	Gabions
Section	5400	Guardrails
Section	5500	Fencing
Section	5600	Road Signs
Section	5700	Road Markings
Section	5800	Landscaping and Planting Plants
Section	8100	Testing Materials and Workmanship
Section	8200	Quality Control (Scheme 1)

C3.1 STANDARD SPECIFICATIONS

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.

PIXLEY KA SEME LOCAL MUNICIPALITY

CONSTRUCTION OF ROADS IN DAGGAKRAAL WARD 9, 10 AND 11

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the Contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

The project entails the upgrading of existing gravel roads to paved road within Wards 9, 10, and 11 of Dr Pixley Ka Isaka Seme Local Municipality, covering a total length of 0.9 km (300 m per ward). The scope will include construction of side drains, stormwater crossings and signage where required.

The detailed scope of the Construction of Daggakral roads is as follows:

1. Site Establishment.
2. Accommodation of traffic.
3. Earthworks.
4. Construction of Roadbed, Selected Layer, Sub-Base, and Base Layer
5. Concrete works: kerbing and Channelling, V-drains and edge beams.
6. Installation of 80mm interlocking paving brick for 0.9 km road of 6m width.
7. Road signs and road markings.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

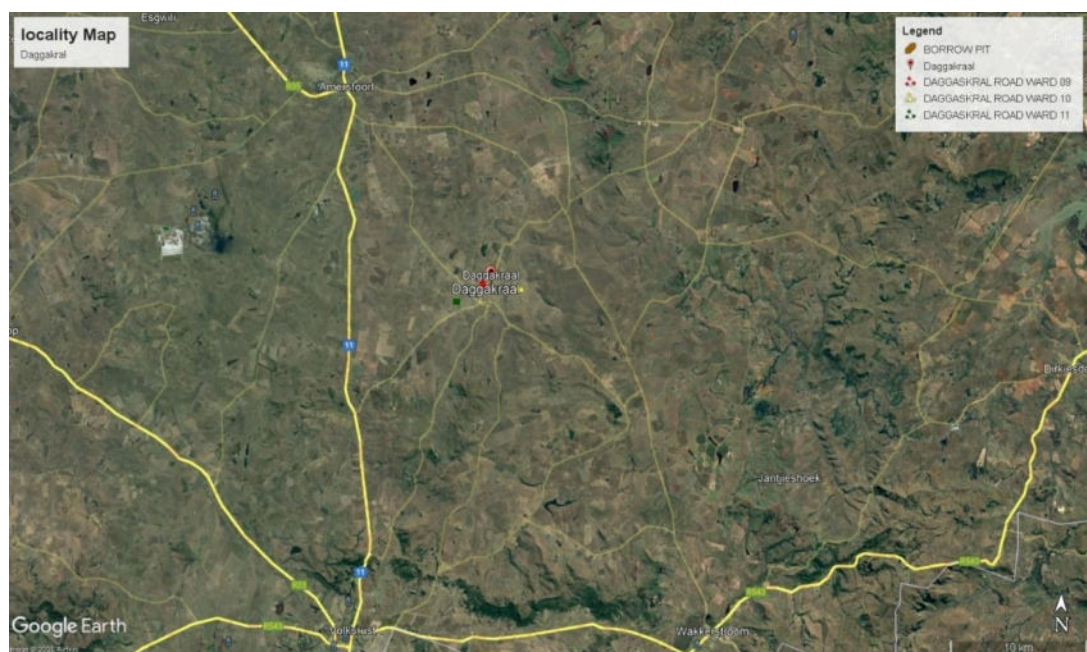
2.1 Location of site

The project is located within Daggakral Area which falls within the Dr Pixley Ka Isaka Seme Local Municipality and Gert Sibande District Municipality boundaries in Mpumalanga.

Project Area	Latitude	Longitude	Ward
Daggakral	-27.131916	29.971823	9
Daggakral	-27.134153	30.000533	10
Daggakral	-27.143711	29.955613	11

2.2 Access to site

Access to the site can be obtained when travelling both from Volkrust and Amersfort via the regional road network, which connect to the N11.



PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

3.1 Roadworks

The project involves the upgrading of a road in Daggakraal Ward 9, 10 and 11 from gravel road to surfaced road. The roads under investigation are access roads located in Daggakraal ward

9, 10 and 11 respectively with a total length of 900m in total. The road reserve available will be enough to accommodate the standard lane width of 3m (total road width of 6m without surfaced shoulder). The road to be upgraded serves as one of the main accesses to households.

Ward 9 road:

The newly proposed road in ward 9 is estimated to have a total length of 300m. The newly proposed road will start from an existing paved road which consists of edge beams on both the right and left edges.

Ward 10 road:

The newly proposed road in ward 9 is estimated to have a total length of 300m. The newly proposed road will start from an existing paved road which consists of a figure 8 Kerb on the left and edge beams on right. The road will have an intersection.

Ward 11 road:

The newly proposed road in ward 11 is also estimated to be 300m in length. The newly proposed road will start from an existing paved road like the one identified in ward 9. However, the existing road consists of a figure 8 kerbs on the right edge and a v-drain on the left edge.

During the site visit, it was identified that both roads consist of various slopes ranging from relatively flat to gentle slopes. The road has acceptable geometric standards and most sections have a relatively rough gravel rideability. Both the horizontal and vertical alignment of the roads are acceptable, however, adjustments are required to ensure sufficient stormwater drainage.

3.2 Nature of ground conditions and subsoil conditions

The geometric compositions of the roads are from almost flat to sloping gentle. Geotechnical investigations were conducted on the road and existing road structure is G9. Existing materials will be used for pavement layers. The Borrow pit material was tested and it is suitable for road construction.

3.3 Labour recruitment conditions

A Project Steering Committee will be form before contractor establish on site. It is mandatory that the Contractor shall employ un-skilled labour from local community. Employment of such labour is to be done in conjunction with the PSC. **THE RATE OF UNSKILLED LABOUR FOR THE AREA IS R 250/DAY.**

3.4 Construction in confined Areas

The road in ward 9 has a small graveyard near an electrical pole. Contractor must make all necessary arrangements for working under such conditions.

Except where provided for in the specifications, no additional payment shall be made for work

done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.1.1 Drawings *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The contractor shall be supplied with two complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce there from all further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the completion certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

4.2 Responsibilities for design and construction

Engineer

The Engineer responsible for the design in accordance with the specification is: Mr C T Pagiwa of TMS Consulting Engineers

4.3 EPWP labour intensive specification

4.3.1 Labour intensive competencies of supervisory and management staff

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

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 2CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

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

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

4.3.2.1 Requirements for the sourcing and engagement of labour.

4.3.2.1.1 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.

4.3.2.1.2 The rate of pay set for the EPWP is **R 250.00** per task or per day.

4.3.2.1.3 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.

4.3.2.1.4 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 4.3.2.1.3.

4.3.2.1.5 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

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

- a) 51% female;
- b) 49% male; and
- c) 2% on persons with disabilities.

4.3.2.2 Specific provisions pertaining to SANS 1914-5

4.3.2.2.1 Definitions

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

4.3.2.2.2 Contract participation goals

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

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

4.3.2.2.3 Terms and conditions for the engagement of targeted labour

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

4.3.2.2.4 Variations to SANS 1914-5

DPLISM discourages fraud and corruption.

4.3.2.2.4.1 The definition for net amount shall be amended as follows:

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

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

4.3.2.2.5 Training of targeted labour

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

4.3.2.2.5.2 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

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

4.3.2.2.5.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

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

4...2.2.5.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4.3.2.2.5.4 above.

4.3.2.2.5.5 Proof of compliance with the requirements of 4.3.2.2.5.2 to 4.3.2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

4.4 Plant and Equipment

Add Subclause 4.4: Restriction on the use of plant.

“Except for the type of plant, and to the extent permitted in terms of the project specification or approved by the Engineer, in writing, the Contractor shall use only hand tools and equipment in the construction of the Works, or portion(s) of the Works, that are required in terms of the project specification to be constructed using labour intensive methods. Failure by the Contractor to adhere to this clause will put him in breach of contract. The provisions contained in this contract with regard to labour content and labour-intensive construction, are binding, and will be enforced accordingly.”

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

4.4 Scope of mandatory subcontract work

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder:

Competitive Bids shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the Bids received in accordance with the provisions of the Standard Conditions of Bid contained in Annexure F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor. The Contractor shall without delay enter into contract with the successful Bidding subcontractor based on their accepted Bid submission.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

4.5 Planning and Programme *(Read with SANS1921-1:2004 clause 4.3)*

Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract time is 3 months. Plant and personnel requirements to complete the project

- in 3 months must be incorporated in the Tender.
- b) A high standard of traffic accommodation
- c) Ancillary works by Emerging Contractors

Programme in terms of Clause 12 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 12 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 40.3 of the General Conditions of Contract 2004.

4.6 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

4.7 Management and disposal of water *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

4.8 Earthworks *(Read with SANS 1921 - 1: 2004 clause 4.10)*

Borrow pits and spoil areas

The location of the borrow pit shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be determined on site in conjunction with the Engineer, the PSC, and the local communities. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

4.9 Testing *(Read with SANS 1921 – 1: 2004 clause 4.11)*

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

4.10 Site Establishment *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer, the local Tribal Authorities and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

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

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the

works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

4.11 Survey beacons *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

4.12 Existing Services *(Read with SANS 1921 - 1 : 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

A provisional amount is included in the bill of quantities for the protection of services.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.13 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

4.13.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

4.13.2 Requirements for Accommodation of Traffic (Read with SANS 1921 - 2 : 2004)

General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic. The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to

constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered.

4.14 Management of the environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

B1 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.

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 52 of the general conditions of contract” in the first sentence of the first paragraph with Clause 49 of the General Conditions of Contract for construction works 2004 edition.

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete and replace the words in the first paragraph:

"Clause 54 of the general conditions of contract" in the fourth line of the first sentence with Clause 51 of the General Conditions of Contract for construction works 2004 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 45 of the general conditions of contract" in the first line of the first sentence with Clause 42 of the general conditions of contract for construction works 2004 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 35 of the general conditions of contract" in the second line of the first sentence with Clause 31 of the General Conditions of Contract for construction works 2004 edition.

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

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

DPLISM discourages fraud and corruption.

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 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.

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

B1301 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
B13.01(a) Services for Community Liaison Officer The CLO will be paid R2500/pm. Contractor will only claim Handling fee under item B13.01 (b)	Prov Sum
B13.01(b) Handling cost and profit in respect of sub-items B13.01(a)	%
B13.02 Relocation and/or protection of existing services: (a) By the contractor Payment of the item will be based on actual time of personnel and equipment to carry out the required relocation and/or protection of services. Any materials to be used must be approved by the Engineer on site. (b) By the service provider Invoice of nominated and approved service provider will be certified for payment after work done. Contractor will claim handling fee under item B13.02 (c). (c) Handling cost in respect of B13.05 (b)	Prov Sum %
B13.03 Supply, transport to site and erect contract signboards	Number (No.)

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 14.01 (a) Provisional items and items paid for in a lump sum:

Item	Unit
(a) Provisional sum for the office accommodation for the Engineer.	Prov sum
(b) Handling cost and profit in respect of sub-item B1401 (a)	%

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 Contractors 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, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the 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 "3 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 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2302 MATERIALS

(b) **Kerbing and channelling**

Add to Sub-clause 2302(b) the following:

Precast kerbs shall preferably be manufactured on site. The contractor is referred to resource specifications TP1 and TP4 for all activities associated with the manufacturing of the kerbs.

B2304 CONSTRUCTION

(b) **Prefabricated concrete kerbing and channeling**

Add to Sub-clause 2304(b) the following:

Kerbing of radius 1m and less shall be cast in situ in accordance with sub-clause 2304(e) and as shown on the drawings.

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

Dimensions of the triangular-shaped (in cross-section) haunching shall be calculated as follows: If the difference in levels between the top of the kerb and the sub base on which the kerb is laid is (h), then the height of the haunch is $\frac{2}{3}h$ and the width of the haunch is h.

(e) **Cast in-situ kerbs and channels**

Add to Sub-clause 2304(e) the following:

Where new kerbing and channeling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel.

During the construction of the in-situ channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess overbreak, undermining or staining shall be repaired by the Contractor at his own expense.

Add the following new Sub-clauses to Clause 2304:

(l) **Shrinkage joints for cast in-situ concrete work.**

Unless shown otherwise on the drawings, cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

(m) **Formwork and finish**

All visible edges of cast in-situ channels shall be rounded with a rounding tool.

SECTION 3500 : STABILISATION
B3502 MATERIALS

(a) **Chemical stabilizing agents**

Add to Sub-clause 3502(a) the following:

The new SABS ENV 197-1 standard specifications will be applicable to this Contract (Refer to Clause B1229 in the Project Specification). According to these specifications the following cements are prescribed:

- (ii) Ordinary Portland cement: CEM 1
- (iii) Portland blast-furnace cement: CEM III/A, III/B AND III/C
- (iv) *Ground granulated blast-furnace cement : As specified in 3502(a)(iv)*
- (v) Portland fly-ash cement : CEM II/A-V, CEM II/B-V, CEM II/A-W, CEM II/B-W

B3503 CHEMICAL STABILIZATION

(i) **Construction limitations**

Add to Sub-clause 3503(i) the following :

Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Engineer. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3509 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8300: Quality Control (Scheme 2) of the standard specifications, as amended in these project specifications.

The Contractor shall advise the Engineer at least 24 hours in advance of any stabilization work to enable him to organise and conduct his own control tests.

Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the engineer is satisfied that the correct quantity of stabilising agent can be spread.

Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is

found to have failed, the cover material shall be removed and the layer rectified if instructed by the engineer. No additional payment shall be made for such removal and remedial work.'

B3510 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Bill of Quantities.

Payment Item 35.02 Chemical stabilising agent

Add the following note to this payment item:

The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SABS ENV 197-1.

SECTION 5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION

B5101 SCOPE

Add to Clause 5101 the following;

The section also covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

B5102 MATERIALS

Add new Sub-Clause to Clause 5102

5102 (i) Mechanical Saw Cutting

(a) plant

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified. Skill operator shall be required for operating sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

(b) Preparation to saw cutting

Before saw cutting may commence, the cut line shall be accurately pre-marked to the specified dimensions in term of the drawings or as instructed by the engineer.

(c) Construction tolerances

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

(a) Horizontally

Mechanical deviation from the specified line shall not be more than 5mm

(b) Vertically

The cut depth shall never be less than the specified depth but shall not exceed the specified

depth by more than 15mm **SECTION 5700: ROAD MARKINGS**

B5702 MATERIALS

- (a) **Paint**
- (ii) Retro-reflective road-marking paint

Add to Sub-clause 5702(a)(ii) the following:

During actual painting the Contractor shall supply sealed samples of the paint to be used to the Engineer together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer to prove compliance with this specification. These samples shall be kept until the end of the defects liability period.

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add to Clause 5704 the following:

The machine shall always operate in the direction of the traffic when applying lane markings.

SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS

B7302 MATERIALS

- (c) **Concrete Paving Blocks**

Add to Clause 7302 Sub-clause (c) the following;

The Paving blocks shall be class 35MPa, 200 x 100 x 80mm dimensions and Grey in colour. The Laying pattern shall be Interlocker Herringbone.

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.

- D REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)
- E OHSA 1993 HEALTH AND SAFETY SPECIFICATION
- F ENVIRONMENTAL MANAGEMENT SPECIFICATION

REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

NOTE TO COMPILER:

Prior to the submission of the draft document, the compiler shall agree with the Project Manager the number of NYS workers (if any) to be employed in terms of the contract and shall adjust this accordingly.

Compiler to modify (a) below and delete (b) if the NYS Programme is not required to be implemented in terms of this contract.

This section provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP and NYS programmes.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the

“Guidelines for the implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015 .

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

Items scheduled for labour-intensive construction are marked with the letters “LI “ in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 “National Certificate: Supervision of Civil Engineering Construction Process”.
- Site Agent / Construction Manager at NQF level 5 “Manage Labour-intensive Construction Processes” or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers’ daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

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

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

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

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

1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 55% women.
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1: #####

(Compiler to insert the minimum supervisor to worker ratio required for this project in order to ensure the effective supervision of the labour-intensive works).

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

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

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

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

The Contractor shall be contractually obliged to:

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

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

R __ per task (for task-rated workers); *(Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).*

or

R __ per day (for time-rated workers). *(Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).*

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme. *(Compiler to note that this minimum wage rate applies when an EPWP worker is engaged in formal classroom training).*

Tasks set by the Contractor shall be such that:

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

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

1.7 Contractor's obligation towards person employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - Protective overalls (two sets), green in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.

(b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:
(Compiler shall not omit any of the PPE listed below. However, the compiler may add to the list if any other PPE not listed below is known to be required).

- Protective headwear, green in colour, with EPWP branding;
- Protective eyewear such as spectacles and goggles;

- Protective face shields;
- Protective earplugs and earmuffs;
- Respiratory masks;
- Disposable safety apparel;
- Kidney belts;
- Safety harnesses; and
- Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

1.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

1.10 Payment matters relating to the EPWP work

1.10.1 General

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods 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.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in the full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

1.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local

labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times CA$$

where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

CA is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

2. NATIONAL YOUTH SERVICE (NYS)

NOTE TO COMPILER:

If the employment of NYS workers is not required in terms of this contract, the compiler shall insert the following at the start of this clause 2 then delete the remainder of clause 2:

Note: The Contractor shall not be required to employ NYS workers in terms of this contract.

If the employment of NYS workers is indeed required in terms of this contract, the remainder of clause 2 below shall apply.

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

2.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

2.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause 1.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

2.3 Employer's project manager

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

2.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.

The Contractor shall effect the employment in two separate 6-month cycles, with the employment of 5 youths for the first 6-month cycle only, followed by the employment of 5 different youths for the second 6-month cycle only.

2.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this section: Particular Specifications.

2.6 Employment of NYS workers

The Contractor will be contractually obliged to:

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

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause 1.5 above.

2.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;

- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry); and
- (d) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause 4 below).

2.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific trades in which the participants are involved, in addition to the branded overalls stipulated for NYS workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies in their respective trades;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

2.9 Apparel and tools for NYS workers

The content of clause 1.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorized by the Employer's Agent ; and
- (e) separate payment items have been provided in the schedule of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

2.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause 1.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the Schedule of Quantities for this purpose.

2.11 Payment matters relating to the NYS work

No direct payment will be made to cover the Contractor's costs with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

3. JOB CREATION REPORTING FOR EPWP

NOTE TO COMPILER:

This clause 3 shall always be retained in the tender document so that its content can be used as a guide for the EPWP job creation reporting required.

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

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

3.1 Type of project data required per project.

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

3.1.1 Participant (local labour) data

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

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

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

3.1.2 Project work data

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

- (a) Daily attendance register – 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.

3.1.3 Project payment data

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

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

DPLISM discourages fraud and corruption.

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

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

3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

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

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

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

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

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

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

4. PROVISION OF STRUCTURED TRAINING

4.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants. Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only. Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

NOTE TO COMPILER:

The compiler shall obtain from the Department's project manager the budget to be allowed for the implementation of the entire training function on the project.

Note that the training function includes all costs related to the training facility, the training provider and trainers, the training materials, the wages of the learners, COIDA, UIF, PPE, tools, transport, handling costs, etc, all as described in the various pay items at the end of this section.

Bearing in mind the Department's training objectives for the particular project, the compiler together with the budgeted limited funds available for training in the most effective manner possible towards generic / entrepreneurial / construction skills training.

It should also be noted that for smaller projects it may only be possible to conduct very limited entrepreneurial / construction skills training, if at all, and it may not be possible to conduct NYS learnership programmes at all, both in terms of the time available, given the limited contract duration, and the cost, given the limited funds available for training.

4.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

4.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

4.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date. *(Compiler to note that training courses cannot commence until the Contractor has fully established his facilities on site, including the required training facilities, and until the labourers that will be the recipients of the intended training have been recruited. The recruitment of labour, in turn, will to a large extent commence only after the initial subcontractors have been procured. A reasonable amount of time must therefore be allowed before the training process can commence).*

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

(Compiler to liaise with the project manager regarding any further possible entrepreneurial skills training qualifications required for the contract).

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saga.org.za):

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent and the Contractor shall, if so instructed by the Employer's Agent alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

4.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

4.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

Compiler to adjust the specified quantities below, as necessary, if training for significantly smaller or larger numbers of learners than 25 is required.

(a)	Lecture room (interior area)	=	48 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m ²

5. MEASUREMENT AND PAYMENT

Unit

Item

5.01 Provision of the training venue facility, including the cost of transporting the learners to and from this facility lump sum (Sum)

The tendered lump sum for subitem 5.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

Item	Unit
5.02 Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:	
(a) Generic skills:	
(i) Training costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem above.....	F5.02(a)(i) percentage (%)
(b) Entrepreneurial skills:	
(i) Training costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem above.....	F5.02(b)(i) percentage (%)
(c) Construction skills:	
(i) Training costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem above.....	F5.02(c)(i) percentage (%)
(d) Transportation and accommodation costs of selected learners only, while receiving off-site training:	
(i) Transportation and accommodation costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem above.....	F5.02(d)(i) percentage (%)

Expenditure under subitems 5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems 5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems 5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems 5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems 5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for subitem 5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem 5.01.

The tendered percentage for subitem 5.02(d)(ii) is the percentage of the amount actually spent under subitem 5.02(d)(i) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

NOTE TO COMPILER:

If the employment of NYS workers is not required in terms of this contract, the compiler shall delete the entirety of 5.03 below.

Item

5.03 Payments associated with the NYS programme only:

- (a) Employment of NYS workers..... provisional sum (Prov sum)
- (b) Provision of tools and apparel for the
NYS workers..... provisional sum (Prov sum)
- (c) Handling costs and profit in respect of
subitems F5.03(a) and (b) above..... percentage (%)
- (d) Training of NYS workers:
 - (i) Provision of training for the NYS workers..... provisional sum (Prov sum)
 - (ii) Handling costs and profit in respect of
subitem F5.03(d)(i) above..... percentage (%)
- (e) Liaison with the Employer's project manager and the training service provider:
 - (i) Liaison conducted by the Construction Managerhour (h)
 - (ii) Liaison conducted by the senior site foreman.....hour (h)

The provisional sums provided under subitems 5.03(a) and (b) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 5.03(a) shall be used to cover the cost of employment payments made by the Contractor to the NYS workers, including the associated COIDA and UIF payments, all as authorised by the Employer's Agent.

The provisional sum under subitem 5.03(b) shall be used to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

The tendered percentage under subitem 5.03(c) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitems 5.03(a) and (b) and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the NYS programme implementation.

The provisional sum provided under subitem 5.03(d)(i) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 5.03(d)(i) shall be used to cover all costs associated with the provision of training for the NYS workers, including the cost of procuring the services of the accredited trainers and their delivery of the training courses to the NYS workers, and the provision of all training materials including all stationery and study materials.

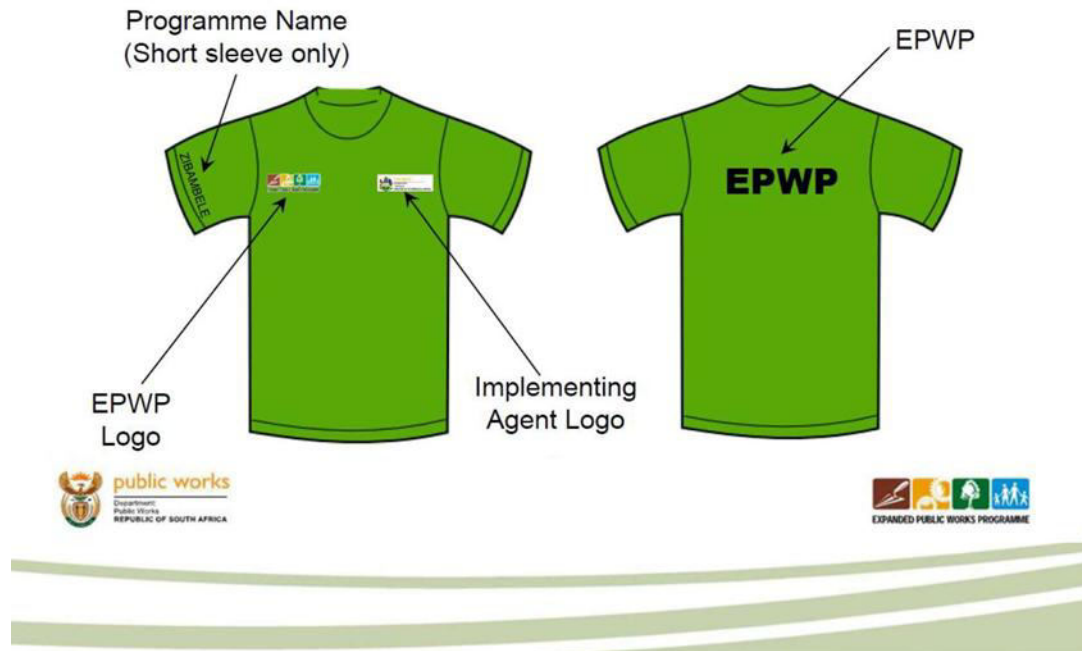
The tendered percentage under subitem 5.03(d)(ii) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitem 5.03(d)(i), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the provision of training for the NYS workers, including for the costs of record keeping and reporting with respect to the training received by each NYS worker.

The unit of measurement for subitems 5.03(e)(i) and (ii) shall be the hour. The tendered rates shall include full compensation for all costs related to the Construction Manager and the senior site foreman respectively for time spent at for formal liaison meetings authorized and convened by the Employer's project manager and / or the training service provider. The payment shall be made only for the time spent in the formal meeting itself. No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the Employer's project manager and / or the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

Expanded Public Works Programme: PPE BRANDING For EPWP Projects



T-Shirt/Overall/Safety Vest Branding



Logo Options

Implementing Agent Examples

National Projects



Provincial Department Projects



Municipal Projects



Contains National Coat Of Arms and name

Contains Provincial Coat Of Arms and name

PLEASE VERIFY WHICH LOGO NEEDS TO USED

EPWP LOGO



EXPANDED PUBLIC WORKS PROGRAMME

The Logo shall not be disproportionately stretched. A monochrome black logo may be used on approval only.

The above logo is the current logo. Logos with green text below the words EXPANDED PUBLIC WORKS PROGRAMME are old logos and should not be utilised.



Printing on PPE

PPE (Overalls) shall be Pantone Green with/without reflective tape and shall be branded as follows:

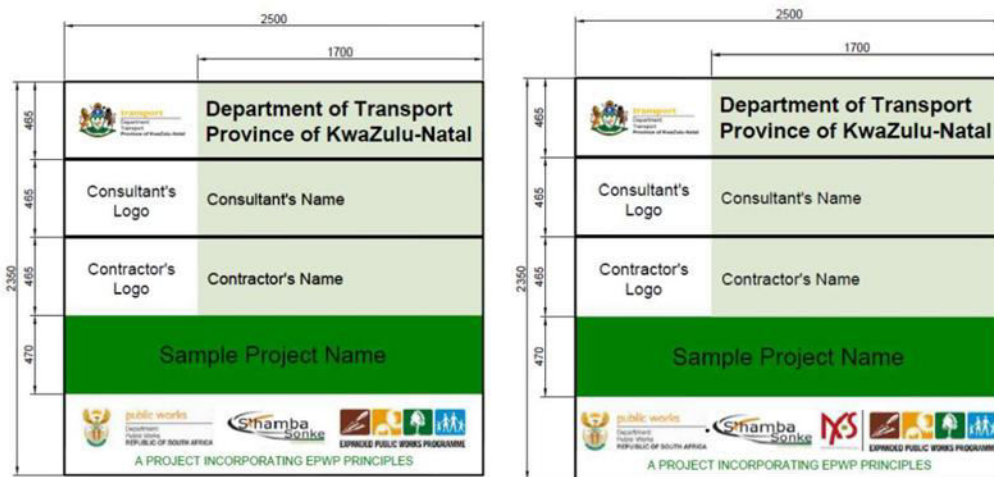
- Implementer's Logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.



REPUBLIC OF SOUTH AFRICA



Project Signboard



For further information contact:

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PARTICULAR SPECIFICATION E: OHS 1993 HEALTH AND SAFETY SPECIFICATION

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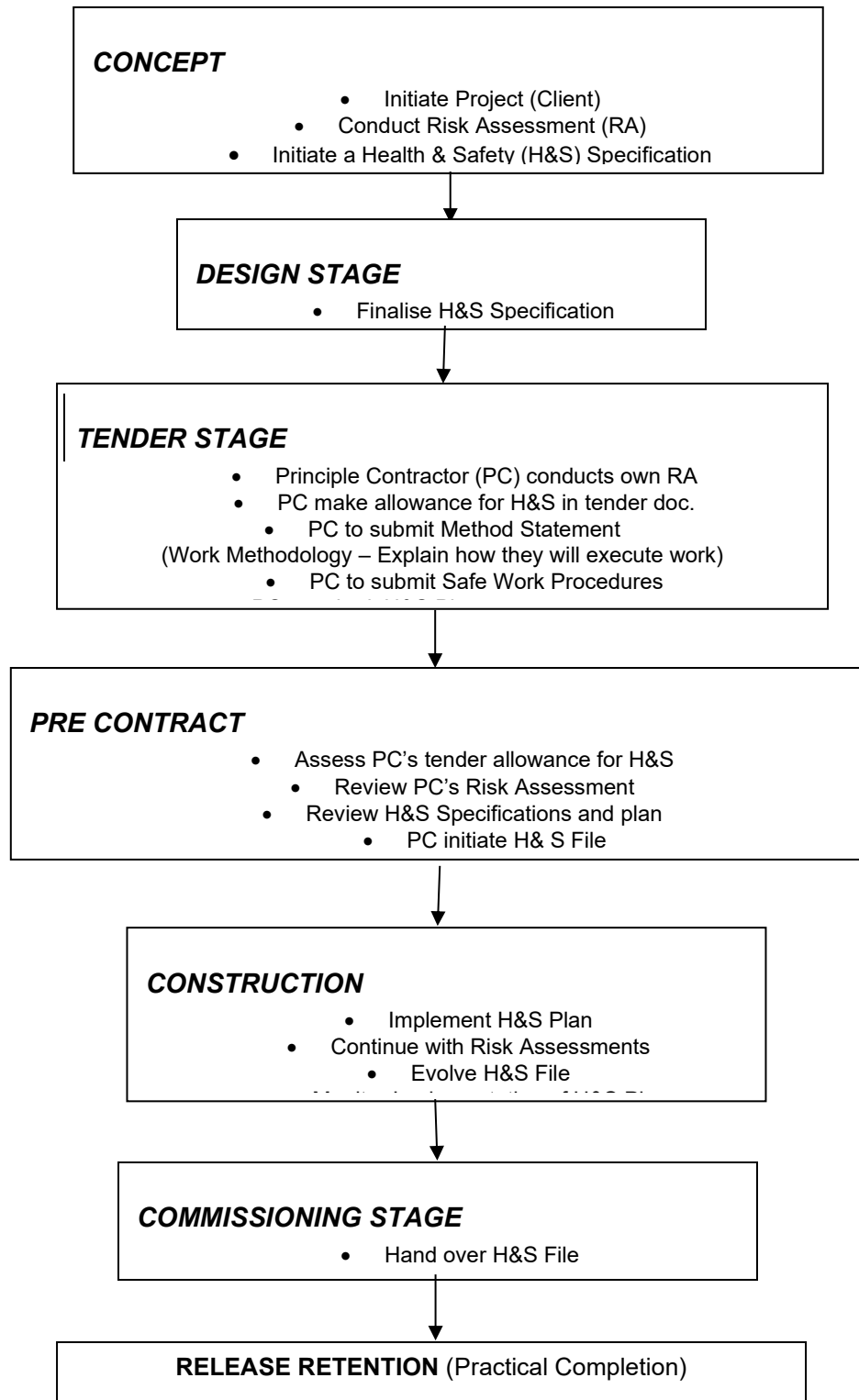
CONSTRUCTION HEALTH AND SAFETY PROCEDURES AND MILESTONES

- PAM-1: SCOPE
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- PAM-4: NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK
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PAM: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

CONSTRUCTION HEALTH AND SAFETY PROCEDURES & MILESTONES

The following flowchart gives a simplified record of procedures and milestones to be met during the project life cycle:



PAM-1: SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees, and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the The Occupational Health and Safety (OHS) Act 85 of 1993, along with its amendment, Act 181 of 1993, and the Construction Regulations of 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Act in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS Act 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top of the tank or inside, in a restricted environment with limited ventilation (confined space),
- Lifting and lowering of materials and equipment from the ground to the tank or pump station roof and vice versa, exposed to cross winds,
- Steep and restricted access to the foundations of the pump station,
- Potentially dangerous existing services, i.e. water mains, electrical high voltage cables, buried and overhead,
- Deep excavations in soils requiring shoring or reducing of slopes,
- High pressures during testing of the new pipelines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing,
- Movement of construction vehicles on site, taking into consideration other traffic and existing services,
- Exposure to possible injuries due to mishandling or failure of power and hand tools,
- Non-conformance to specifications with regards to fasteners and materials,
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

PAM-2: DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **"Employer"** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2003. **"Employer"** and **"client"** is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **"Contractor"**, wherever used in the contract documents and in this specification, shall have the same meaning as **"Contractor"** as defined in the General Conditions of Contract.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

PAM-3: TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

PAM-4: NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0 m; or
- (e) working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

PAM-5: RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

PAM-6: APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

PAM-6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

PAM-6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PAM-7: APPOINTMENT OF SAFETY PERSONNEL

PAM-7.1: Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

PAM-7.2: Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

PAM-7.3: Health and safety representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a health and safety representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100

employees.

The function of the health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

PAM-7.4: **Health and safety committee**

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

PAM-7.5: **Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (m) Control of all temporary electrical installations on the construction site as described in Regulation 22.
- (n) Stacking and storage on construction sites as described in Regulation 26; and
- (o) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

PAM-8: RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for **inspection at all times**.

- (a) A copy of the OHS Act 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer [Regulation 6(7)];
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures [Regulation 9(3)] and formwork and support work structures [Regulation 10(d)] must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site [Regulation 11(3)(h)];
- (j) A copy of the certificate of the system design for suspended platforms [Regulation 15(3)];
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists [Regulation 7(5)].
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site [Regulation 17(8)];
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site [Regulation 18(9)];
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used [Regulation 19(2)];
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant [Regulation 21(1)(j)].

PAM-9: CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHS Act 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS Act 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

- (a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principal Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work, including confined spaces (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

The Contractor will ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor, does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"]

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chairs (Regulation 16)

Where boatswain's chairs are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to

the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

PAM-10: MEASUREMENT AND PAYMENT

PAM-10.1: Principles

It is a condition of this contract that Contractors who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's

tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses PAM-7.1 to 7.5 shall be members of the Contractor's personnel, and allowance for their costs will be made in the relevant items of the Bill of Quantities.

(b) Records and Registers,

The keeping of health and safety-related records and registers as described in PAM-8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

ENVIRONMENTAL MANAGEMENT SPECIFICATION

ENVIRONMENTAL MANAGEMENT PLAN (EMP)

CONTENTS

1. PURPOSE AND FORMAT OF THE ENVIRONMENTAL MANAGEMENT PLAN (EMP)
2. RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT
3. CONSTRUCTION CAMP
4. SOIL
5. WATER
6. AIR AND NOISE
7. FLORA AND FAUNA
8. AESTHETICS
9. WASTE
10. SOCIAL AND CULTURAL
11. ARCHAEOLOGY AND CULTURAL SITES
12. INFRASTRUCTURE
13. REHABILITATION AND SITE CLEARANCE
14. PURPOSE
15. MEASUREMENT AND PAYMENT

1. INTRODUCTION AND BACKGROUND

Argyll Street is an extension of Nyanyadu Street in Dundee, KwaZulu Natal and connects to Beaconsfield Street which in turn connects to Browning Street. Browning Street starts at the intersection of Union Street and ends at the Regional Road, R68. The existing asphalt road is inadequate to carry traffic at an acceptable level of service, due to increased demand.

To alleviate the problem, the existing streets will be rehabilitated. The proposed new road will consist of a 6.5m wide asphalt surfaced road, approximately 1.6km long. All existing stormwater infrastructure is also incorporated in the design. Kerb inlets and stormwater headwalls are to be incorporated within the stormwater network. The road will have a camber of 2%.

The proposed road will follow the existing asphalt road which serves both the community situated along the roads route. The width of the road will allow for two passenger cars to pass one another safely.

As part of the environmental authorisation process DLV Engineers (Pty) Ltd was requested to compile an Environmental Management Plan (EMP) which should document the methodology for environmental management through project development and implementation.

2. PURPOSE AND FORMAT OF THE ENVIRONMENTAL MANAGEMENT PLAN

2.1 Introduction

In view of the potential impacts of the project an environmental management plan has been compiled. The effective implementation of this plan will ensure that all environmental impacts are avoided or minimised. It must be noted at this stage that various engineering options were assessed during project planning and the chosen route was the most feasible route for the western sewer.

The format of this environment management plan identifies various categories of concern with respect to potential impacts that are associated with the proposed development.

The management of impacts associated with various categories of concern is discussed as separate topics, as indicated in **Table 1** below.

TABLE 1: Category of Concerns

Section	Category of concern
4	Construction Camp
5	Soil
6	Water
7	Air
8	Flora and Fauna
9	Aesthetics
10	Waste
11	Social and Cultural
12	Archaeological and Cultural sites
13	Infrastructure
14	Rehabilitation and Site clearance

3. RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored and audited against the EMP.

3.1 Training and induction of employees

The contractor has the 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.).

3.2 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager. All complaints received will be investigated and a response given to the complainant within 28 days. All environmental incidents occurring on the site will also be recorded and reported to the relevant authority. The contact number for the Kwa-Zulu Natal Department of Agriculture and Environmental Affairs is (033) 347 1826 and the Department of Water Affairs and Forestry can be contacted on (031) 336 2700.

3.3 Environmental Auditing

Environmental audits will be undertaken by the Resident Engineer and it is envisaged that the construction period will be over three months with audits that will take place on a monthly basis or when construction reaches sensitive areas. It is assumed that environmental audits will also be undertaken by the Kwa-Zulu Natal Department of Agriculture and Environmental Affairs, from time to time.

In particular, the construction activities detailed in the following sections and their associated environmental impacts will be observed.

4. CONSTRUCTION CAMP

The camp will be located on a level area, within the construction area, and will be fenced off with 1.8m high diamond mesh fencing. It will also be screened with 1.8m high shade cloth to be tied to the inside of the fence,

If the camp cannot be located on an existing impermeable surface then the area to be used should be stripped of vegetation and topsoil, to a depth of at least 50cm. Topsoil will be stockpiled for use in rehabilitation,

The camp will be kept clean, neat and tidy at all times, with all construction stored in a neat and organised manner. No fires will be allowed on the site. At least two temporary ablution facilities are to be supplied by the Contractor on the camp site. The use of the natural bush for this purpose is strictly prohibited.

5. SOIL

5.1 Objectives

The impacts to soil associated with the construction phase of the project, will occur as a result of vegetation clearance, access route creation, site levelling, trenching and a river crossing. The main objectives are to minimise both disturbance of the land, and erosion and sediment transport from the site and to make maximum use of the soils on the site for rehabilitation and landscaping.

5.2 Actions

The following actions will be taken to achieve the above mentioned objectives.

- (a) Topsoil will be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. This will avoid the loss of usefulness of the topsoil for rehabilitation purposes.
- (b) Stockpiled topsoil will not be compacted and will be replaced as the final soil layer. Stockpiles will be protected by erosion-control berms, if necessary, and runoff will be reduced by channelling water into existing surface drainage systems. No vehicles will be allowed access onto the stockpiles after they have been placed. In all likelihood, stockpile sites will not be located in drainage lines or near watercourses.
- (c) All precautions will be taken to prevent topsoil stockpiles from contamination with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and micro-organisms in the soil. In this regard, all equipment will be inspected regularly for oil or fuel leaks before it is operated. Leakages will be repaired using containment trays placed underneath the equipment until such leakage has been repaired. If soil is, in any event contaminated, it will be appropriately treated and disposed off at a permitted landfill site or regenerated using bio-remediation methods.
- (d) Removing alien plants as they germinate will control the colonisation of stockpiles by invasive plants. The purpose of this is to reduce the risk of developing a weedy seedbank within the stockpiled soil. Soil should also be exposed for the minimum time possible once cleared of invasive vegetation, and will be vegetated with indigenous grasses.
- (e) All cut and fill surfaces will be stabilised with appropriate material or measures once the works is complete.
- (f) Erosion and donga crossings will be dealt with as river crossings, and appropriate soil erosion and control procedures will be applied to all embankments that are disturbed and destabilised.

- (g) Any necessary borrow material to be used in the construction of the reservoirs and pipelines shall only be taken from designated borrow pits that have been approved by the Engineer, and have the approval of the PSC.

6. WATER

6.1 Objectives

Surface water quality could potentially be affected during the construction by sedimentation, and contaminated runoff (chemicals, diesel, oils, human excrement, concrete etc.) that could be generated from the working areas and contractors camp area. The main objectives are to ensure that runoff from the site does not affect water quality in the receiving water bodies, and to manage any potentially contaminated stormwater from the site.

6.2 Actions

- (a) The contractor will have to make provision for water supplies for the duration of the contract.
- (b) All potential contaminants (oil, diesel etc) will be stored in bunded areas, and appropriate structures and methods will be used to confine spillages. In the event of a spill appropriate corrective action will be taken (isolation of contaminated material and safe disposal, notification of incident etc). Stormwater runoff will be prevented from contacting wastes or contaminants on the site.
- (c) Adequate sewage facilities will be provided on the site. This will require the provision of at least two temporary ablution facilities on the camp site as well as at least two ablution facilities a distance not exceeding 100m from the work force. This will require that the ablution facilities will have to be continually moved as construction of the pipeline proceeds.
- (d) Measures shall be taken to ensure that excessive runoff and, a result, soil erosion does not occur from the site, particularly if it is located on sloping ground. Storm water diversions shall be construed above the Contractor's camp to direct runoff away from the site.
- (e) No dumping of foreign material in streams, rivers and/or wetland areas will be allowed.
- (f) Adequate sedimentation control measures will be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place. The same applies to excavations or disturbance of drainage lines near a wetland.
- (g) Watercourses will not be drained, filled or altered in any way, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 of the National Water Act, 36 of 1998 from DWAF.
- (h) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river and no fires or open flames are allowed in the vicinity of the wetland.
- (i) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas will be minimised.

7. AIR AND NOISE

7.1 Objectives

It is envisaged that the major impacts on air quality that the development could have are with respect to noise and dust pollution. The objective in this category is to minimise noise and dust pollution.

7.2 Actions

- (a) Speed limits of 20km/h will be implemented on delivery and construction vehicles in construction areas to limit the levels of dust pollution. Dust will be suppressed on access roads and construction sites during dry periods by the regular application of water that will be used in quantities, which will not generate run-off.
- (b) Noise control measures will be implemented. All noise levels will be controlled at the source, and all employees will be given the necessary ear protection gear. All noisy activities (e.g. blasting, transport of materials) will take place during normal working hours (i.e. 7am – 5pm). The Contractor will inform all adjacent landowners of any after-hour construction activities. In addition, no loud music will be allowed on site and in construction camps.
- (c) Waste will be disposed of, as soon as possible on a permitted landfill site and will not be allowed to stand on site to decay, resulting in malodours. No fires will be allowed on the camp site and no fires will be allowed in the construction area if smoke from such fires will cause a nuisance to I&AP's.

8. FLORA AND FAUNA

8.1 Objectives

Vegetation on the site comprises some indigenous but mainly alien vegetation and there are likely to be many small mammals, birds and reptiles in the area. These will be mobile and should move away from construction activities.

Impacts are likely to be insignificant if pollution is adequately controlled. Nonetheless, the following actions are proposed.

8.2 Actions

- (a) All suitable and rare flora and seeds will be rescued and removed from the site. They will be suitably stored, for future use in rehabilitation. The spread of alien vegetation will be minimised.
- (b) The felling and/or cutting of trees and clearing of bush will be minimised. Bush will only be cleared to provide essential access for construction purposes.
- (c) Any incident of unauthorised removal of plant material, as well as accidental damage to priority plants, will be documented by the Contractor.
- (d) Woody vegetative matter stripped during construction will either be spread randomly throughout the surrounding veld or it may be stockpiled for later redistribution over the reinstated topsoiled surface. No vegetative matter will be burnt or removed for firewood other than those removed during the grubbing and clearing phase. No trees outside the footprint of the works area will be damaged.
- (e) No species of animal may be poached, snared, hunted, captured or wilfully damaged or destroyed. Snakes and other reptiles that may be encountered on the construction site will only be killed if the animal endangers the life of an employee.
- (f) Anthills and/or termite nests that occur will not be disturbed unless it is unavoidable for construction purposes, and disturbances to nesting sites of birds will be avoided.
- (g) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

9. AESTHETICS

9.1 Objectives

The visual impact of the construction activities may be substantial, although they will be short term. The long-term impacts of the project will be minimal. The objectives are to therefore to minimise the visual impact of the operation during construction and to restore the original topography once construction is complete.

9.2 Actions

- (a) Damage to the natural environment will be minimised. The clearing of all sites in particular trees and tall woody shrubs will be kept to a minimum and surrounding vegetation will, as far as possible, be left intact as a natural shield. As far as possible, excavated material will not be placed on plants and movement across them will be prevented. No painting or marking of natural features will be allowed.
- (b) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (c) Any complaints from I&AP's regarding the appearance of the construction site will be recorded and addressed promptly by the Contractor.

9. WASTE

9.1 Objectives

Best Environmental Practice advocates that waste should be avoided, recycled or at least disposed of in an acceptable manner. The main aims are to minimise the generation of wastes, to maximise re-use and recycling of waste material, and to contain, control and dispose of waste in accordance with the required waste management practices.

9.2 Actions

9.2.1 Solid Waste

- (a) Littering on site and the surrounding areas will be prohibited. In this regard clearly marked litterbins will be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- (b) All waste removed from site will be disposed of at a municipal/permitted waste disposal site.
- (c) Excess concrete, building rubble or other material will be disposed of in a permitted landfill and not indiscriminately over the construction site.
- (d) The entire works area and all construction sites will be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (e) Contaminated soil will be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- (f) Waste must be recycled wherever possible.

9.2.2 Liquid Waste

- (a) The Contractor will install and maintain mobile toilets at work sites.
- (b) The Contractor will provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities will be designed and sited with the

intention of preventing pollution of the surrounding area and environment.

- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil. All chemicals spills (typically fuel, oil, grease, paints and solvents) will be contained and cleaned up by the supplier or professional pollution control personnel.

10. SOCIAL AND CULTURAL

10.1 Objectives

The objectives in this category are to ensure that the local community gains maximum benefit from project and to minimise adverse effects that the activity might have on the community.

10.2 Actions

- (a) Access by non-construction people onto any construction sites will be restricted. The Contractors activities and movement of staff will be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable through clothing, identification cards or other methods, and no member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. All labour will be employed by a Project Steering Committee (PSC).
- (d) Criteria for selection and appointment (by the PSC) of construction labour must be established to allow for preferential employment of local communities.
- (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document. The Contractor must also arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction.
- (f) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document, endanger his/her life or cause him/her to damage the environment.
- (g) The demand for construction materials and supplies will have an effect on the local economy. This impact will be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
- (h) Under no circumstances will the camp site or construction area be used to accommodate any employees of the contractor (full time or contractual). Suitable accommodation can be found in either the neighbouring areas or Vryheid town.
- (i) The Contractor will maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.
- (j) The location of all infrastructure such as reservoirs, pipelines and standpipes, shall be decided in consultation with the community representatives and other affected community members.

11. ARCHAEOLOGY AND CULTURAL SITES

11.1 Objectives

To protect archaeological and cultural sites.

11.2 Actions

- (a) All finds of human remains must be reported to the nearest police station.
- (b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- (c) Work in areas where artefacts are found must cease immediately.
- (d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- (e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.
- (f) All known and identified archaeological and historical sites must be left untouched.
- (g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

12. INFRASTRUCTURE

12.1 Objectives

The main objective in this category is to ensure that all existing infrastructure and services is not damaged or disrupted and that the relevant infrastructure necessary for the successful implementation of the project is constructed.

12.2 Actions

- (a) The relevant authorities will be notified of any interruptions of services, especially the Local Municipality, National Road Agency, Spoornet, TELKOM and ESKOM. In addition, care will be taken to avoid damaging services. The integrity of property fences will be maintained.
- (b) Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
- (c) All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods. Before any work that will affect traffic can start the Local Traffic Department will be consulted about measures to be taken regarding pedestrian and vehicular traffic control.
- (d) The Contractor will collaborate with the affected landowner on the planning and construction of new access routes and the repair or upgrading of existing routes. Access to the site will be controlled such that only vehicles and persons directly associated with the work gains access to the site. Temporary access roads will not be opened until required and will be restored to its former state as soon as the road is no longer needed.

- (e) Temporary access roads shall be constructed with adequate drainage measures to allow for storm water to drain away from the road. Topsoil is to be removed and stockpiled, to be used to rehabilitate the roads at the end of the contract period. Dust control on access roads shall be exercised if necessary.
- (f) Concrete will only be mixed in an area demarcated for this purpose. After all concrete mixing is complete, all waste concrete must be removed from the batching area and disposed of at a permitted landfill. Water laden with cement will be collected and not allowed to escape the batching area. It should be allowed to evaporate with the residue being disposed of at a permitted landfill.
- (g) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.
- (h) No blasting will be permitted during the contract.

13. REHABILITATION AND SITE CLEARANCE

13.1 Objectives

It is necessary to minimise destruction of this vegetation where possible and to re-create natural habitat where vegetation is destroyed. Rehabilitation is also necessary for aesthetics and erosion control in the area. The objectives are therefore to re-create (where possible) the floral integrity and diversity of the area, to minimise long term erosion potential, and to reduce the visual impact of the construction activities.

13.2 Actions

- (a) Any areas which have been disturbed but are no longer in use will be rehabilitated (this includes temporary access routes, borrow areas, storage areas etc) throughout the duration of the construction.
- (b) If areas had their topsoil removed and stockpiled prior to use, the surface will be ripped and the fertilised topsoil replaced where possible.
- (c) No exotic species of grass will be used to rehabilitate areas.
- (d) When all major construction activities are completed, the site will be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- (e) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area will be removed. If waste products cannot be recycled they will be disposed of at a permitted landfill site.
- (f) Cut and fill areas must be restored and re-shaped.
- (g) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.
- (h) Hunting is strictly prohibited, including the use of traps and snares.

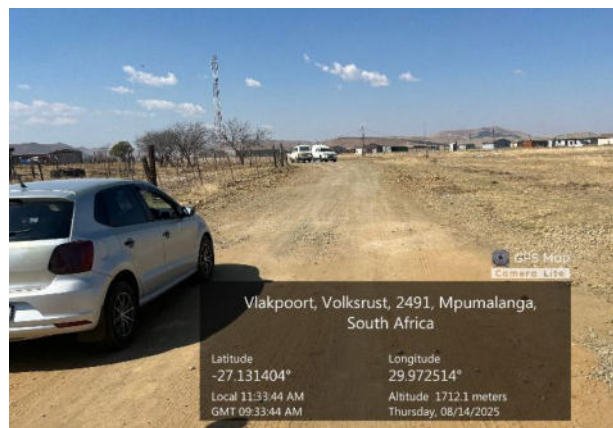
DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

C4. Site Information

C4.1 Site Information

The following locality sketch is included overleaf:

Site Locality Plan



C4.2 Geotechnical Investigation

Regional Geology

According to the published 1:250 000 2728 Frankford geological map and the 1:2000000 of South Africa Geological Map. The geological maps indicate the site located on the of the Volkrust formation (mudstone & shales (Pvo)) of the Ecca group of the Karoo sequence intruded by the Dolerite of the Jurassic era.

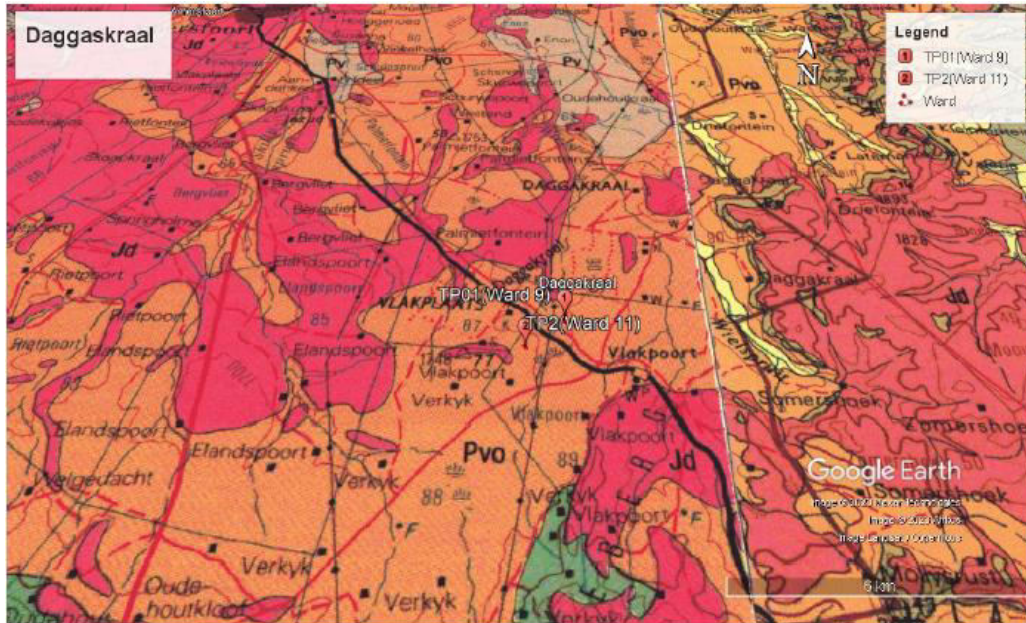


Figure 2: Geological Map

Investigation Method

The geotechnical site investigation involved excavating a total of 2 trial pits with a TLB to minimum of 3m or refusal, soil profiling and soil sampling for laboratory tests.

Soil samples were collected for the following laboratory tests:

- Foundation indicator test (Grading, Atterberg limits and potential expansiveness),
- MOD/CBR/ Indicator tests (Determine the suitability for possible road pavements material use).

Excavation of Test Pits

The subsurface investigation comprised of the excavation of 2 test pits. All trial pits coordinates were recorded using a handheld GPS, the position of test pits was placed at the center of the road and center distance where one test pit was excavated per road. The trial pits were excavated to the depth of refusal of the TLB or refusal on a bedrock.

Each trial pit was profiled and photographed by field engineering Geologist in accordance with the current MCCSSO standard procedures proposed by Brink and Bruin (2002). All the test pits are then backfilled and lightly compacted after completion of fieldwork.

ANNEXURES

ANNEXURE A

SCHEDULE OF PERSONNEL AND EMPLOYEES

The Tenderer shall state below the number of Personnel and Employees to be employed on the Works.

PERSONNEL AND EMPLOYEES	TENDER			TENDER
	FULL TIME	PART TIME	FULL TIME	PART TIME
1. Technical staff				
2. Clerical staff				
3. Artisans				
4. Semi-skilled				
5. Unskilled labour				
Total				

State the name, qualifications and experience of permanent Site agent:

Date:

SIGNATURE OF TENDERER:

Project Description: Appointment of a contractor for the construction of roads in Daggakral ward 9, 10 and 11
Project Number: T11/2026

ANNEXURE B

PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed order and rate of progress for each portion of the work comprising this Contract. The programme shall be consistent with and in support of his time required for completion and shall be in accordance with the requirements of this tender.

[illegible]

SIGNATURE OF TENDERER:

ANNEXURE C

FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

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

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

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

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

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

DATE:

ANNEXURE D

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall apply to this contract and the Employer undertakes that the only variations from the General Conditions of Contract are as follows:

SCC 1 Clause 1(1)(1) **“Employer”** means DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY
Herein represented by their Nominee.

SCC 2 Clause 1(1) m **“Engineer”** means the Employer’s representative.

SCC 3 Clause 14 **Survey References**

The following sub-clause is added at the end of Clause 14(3) and is numbered 14(4):

“The Contractor shall take adequate precautions to preserve any permanent beacons such as erf boundary pegs, reference marks and bench marks which may be present on or in the vicinity on the site, irrespective of whether any such beacon may have been placed before or during the construction period. “Should any such beacon be distributed by any act or omission on the part of the Contractor or any officer, servant, agent or invitee of the Contractor then the Contractor shall arrange for the displaced beacon to be replaced by a registered land surveyor within such limits of time as the Engineer may prescribe and all costs, charges and expenses arising from such replacement shall be borne by the Contractor.

“Survey diagrams relating to the replacement of beacons in the circumstances described in the previous paragraph shall be submitted by the land surveyor concerned to the Director for Works of the Mpumalanga Department of Works for approval. IN this regard, attention is drawn to Clause 35(1) of the Survey Act No. 9 of 1927 (as amended).”

SCC 4 Clause (1) **Drawings and Documents**

The following shall be added to this Sub-Clause:

Upon receipt of the final payment in respect of the Contract, the Contractor shall forthwith return to the Employer’s name. “None of the documents herein before mentioned shall be used by either of the parties hereto for any purpose other than the performance of their respective obligations under the Contractor. “Drawings supplied to the Contractor by the Employer or Engineer, or supplied by the Contractor and approved of by the Engineer or Employer shall not be departed from without the written instructions of the Engineer or Employer. “All dimensions will be figures on the drawings and are to be considered correct even if not to scale. No dimension shall be obtained by scaling.”

SCC 5 Clause 24 **Competent employees**

Add the following:

Approved on-site training of the labour force by the Contractor will be required for all facets of the construction work involved under this contract.

SCC 6 Clause 16(2) **Contractor’s copies**

The Contractor will be issued free of charge two sets of paper prints of all drawings, one copy of the tender document and one copy of the signed contract document. Additional copies will be to the Contractor’s account.

SCC7 Clause 38(7) **Workmen’s compensation**

Amend Clause 38(7) as follows:

The Contractor shall provide proof, that he has paid all contributions required in terms of the provisions of the Workmen's Compensation Act (Act No 30 of 1941, as amended), within 28 days of the Commencement Date.

SCC 8 Clause 45(2) **Extension of Time for Completion**

Where the Engineer grants the Contractor extension of time for the completion of the Works the Contractor shall not be entitled to any additional payment for items included under Quantities in respect of such extension of time. This provision shall, however, not prejudice any claim under Clause 51 of the Conditions of Contract.

SCC 8(b) **Shortage of Materials**

The Tenderer shall ascertain that materials on which his tender based will be available on a continuous basis for the execution of the contract. No additional remuneration or extension of time will be granted should it become necessary to obtain material from other sources.

SCC 9 Clause 49(2) **Application of Contract Price Adjustment**

These clauses shall be deleted in total. Allowances for escalation must be made in the rates tendered for the items stated in the Schedule of Quantities, ie rates shall remain fixed for the full contract period.

SCC 10 Clause 52(2) **Valuation of Material Brought onto site**

Add the following:

Payment for materials on site will only be made for those materials which are physically on site, for which proof of ownership by the Contractor is given and for which ownership has been ceded to the Employer.

The Contractor shall remain responsible for the materials and shall insure them against all risks until such time as they are used or built into the works and taken over by the Employer.

Annexure E: Drawings for Tender



LEGEND

Revisions

REV. NO.	DATE	DESCRIPTION

Checked by Professional Consultant SM

Signature Date 08-2025

PROJECT MANAGERS & ENGINEERS
DLV
144 Mark Street Vryheid
P.O. Box 1460
Vryheid 3100
Tel: 034 980 7242
Fax: 034 983 2765
Email: info@dlveng.co.za



**DR. PIXLEY KA
ISAKA SEME
LOCAL
MUNICIPALITY**

Contract
CONSTRUCTION OF ROADS IN DAGGAKRAL

Drawing description
LOCALITY PLAN

Drawn: S. HLABISA Date: 08-2025

Scale(s): NTS

Consultant Drawing number: **V62-01-04-000-LP-T-00**

Client Drawing number



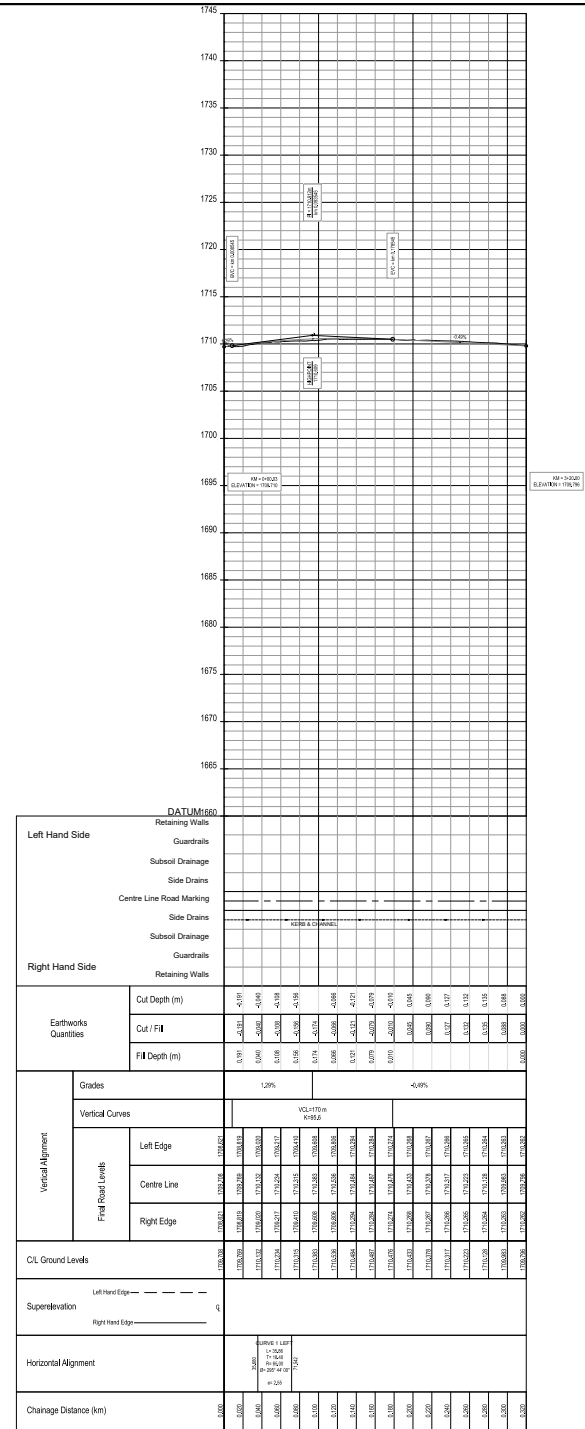
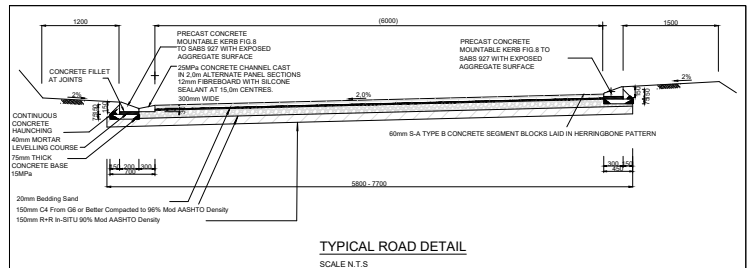
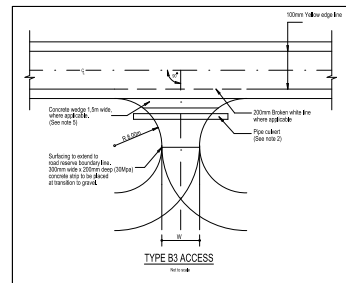
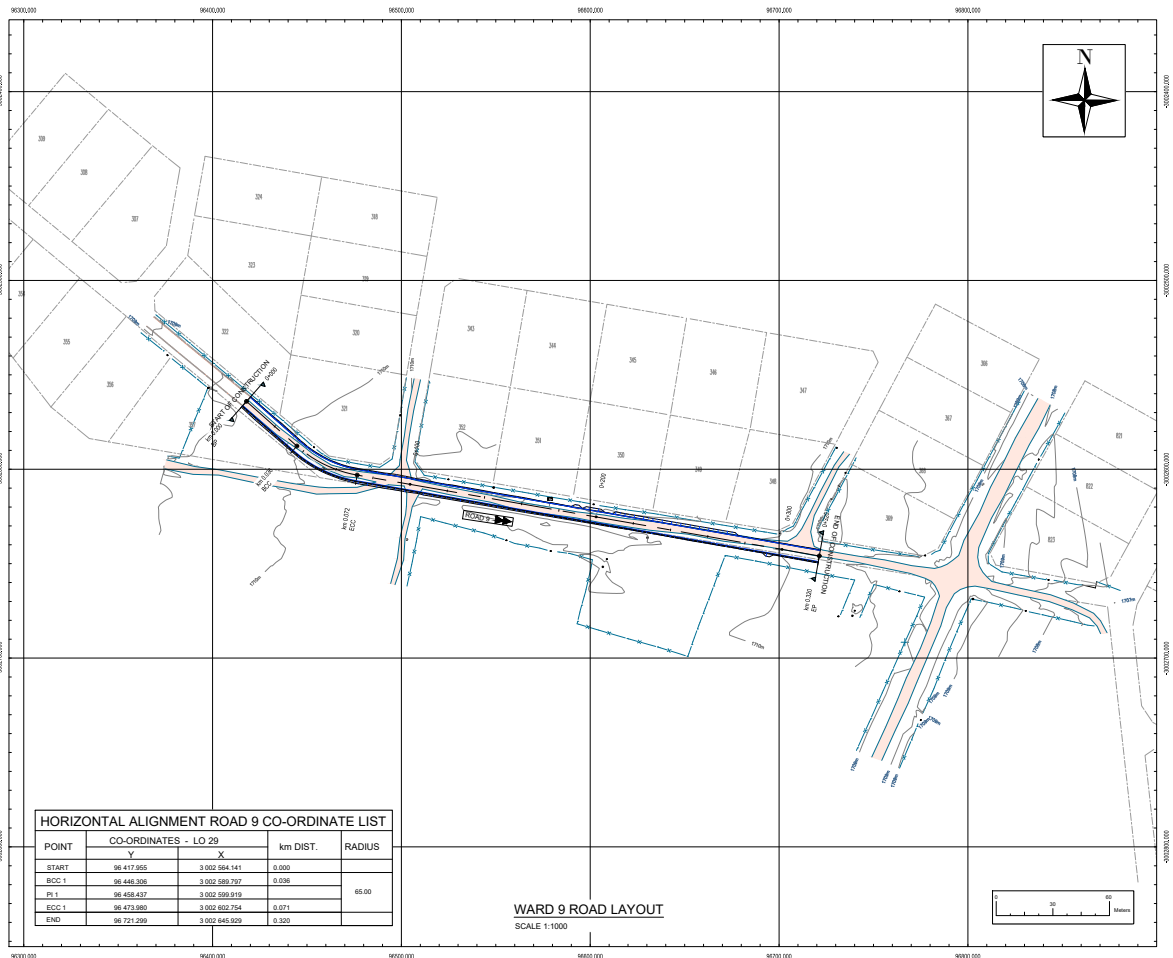
WARD 9 ROAD START
LAT: 27° 7' 51.20"S
LONG: 29° 58' 18.57"E

WARD 9 ROAD END
LAT: 27° 7' 55.96"S
LONG: 29° 58' 34.58"E

WARD 9

SITE LAYOUT
WARD 9 ROAD

LEGEND		
Revisions		
REV. NO.	DATE	DESCRIPTION
Checked by Professional Consultant		
Signature		
Date		
PROJECT MANAGERS & ENGINEERS DLV 144 Mark Street Vryheid P.O. Box 1460 Vryheid 3100 Tel: 034 980 7242 Fax: 034 983 2765 Email: info@dlveng.co.za DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY		
Contract		
CONSTRUCTION OF ROADS IN DAGGAKRAAL		
Drawing description		
WARD 9 ROAD (SITE LAYOUT)		
Drawn:	S. HLABISA	Date: 08-2025
Scale(s):	NTS	
Consultant Drawing number:	V62-01-04-002-SLAY-T-00	
Client Drawing number		



NOTES

1. CLEAR AND REMOVE ALL DEBRIS UNMANNED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.
2. EXCAVATE TO EXPOSE ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPAILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.
4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORK AND TO EXISTING STRUCTURES.
5. ALL SLOPE BANKS TO BE 1:2 IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED THE FINISHED SLOPE MUST BE AGREED UPON THE DRAINAGE OFFICE.
6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1030 (2010) SPECIFICATION.
7. ALL CONSTRUCTION TESTS REQUIRED AS PER ENGINEERS SPECIFICATION.
8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THE DRAWING ARE AS PER THE SURVEY DATA SUPPLIED. THE CONTRACTORS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.
9. ALLOWANCE TO BE MADE FOR SHORING VERTICAL EXCAVATIONS.
10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.
11. SETTING OUT COORDINATES ARE IN THE HIGHWAY 20 COORDINATE SYSTEM.
12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES.
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.
14. ALL BELLWOUTH INTERSECTIONS TO BE CONSTRUCTED WITH SHOWN RADIALS AS PER KEN DOT TYPE B3 ACCESS.
15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER.
16. POINTS SHOW INDICATE FINISHED ROAD LEVEL.
17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON SITE.
18. EARTHWORKS TO BE CONSTRUCTED IN CUT AREAS ALONG THE ROAD AND WILL BE DETERMINED ON SITE BY THE ENGINEER.

REV. NO. DATE DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: _____ Date: _____

Consultant

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144 Mark Street
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3100
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Email : info@dlveng.co.za

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

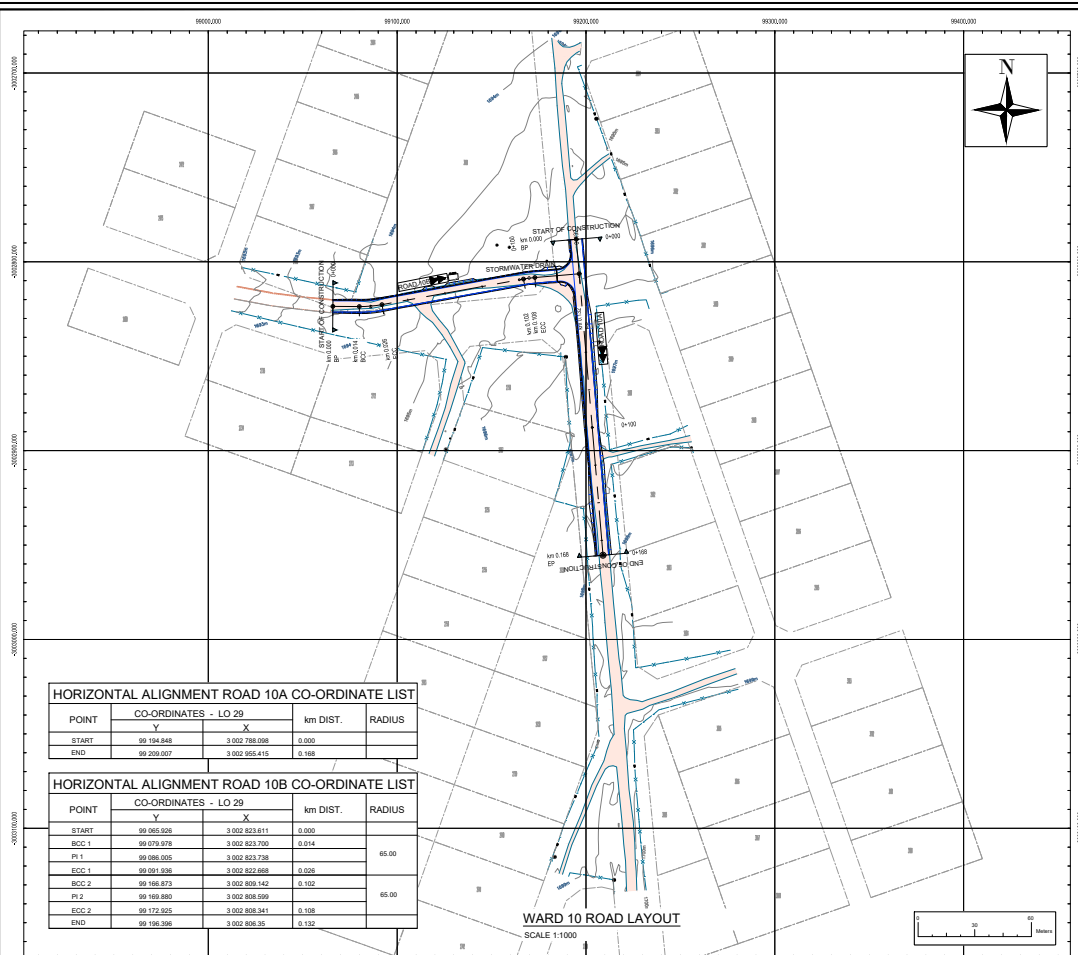
Project
CONSTRUCTION OF WARD 9, 10 & 11 ROADS FOR DAGGAKRAAL

Drawing description
**WARD 9 ROAD LAYOUT
(0,000km - 0,320km)**

Drawn:
J RAMGHULAM
Scale(s):
AS SHOWN
Consultant Drawing number
V62-03-05-100-LAY-P-00
Client Drawing number

Date:
AUGUST 2025
Sheet No.:
Sheet 1 OF 1
Drawing Size:
A0

PRELIMINARY DRAWING



HORIZONTAL ALIGNMENT ROAD 10A CO-ORDINATE LIST

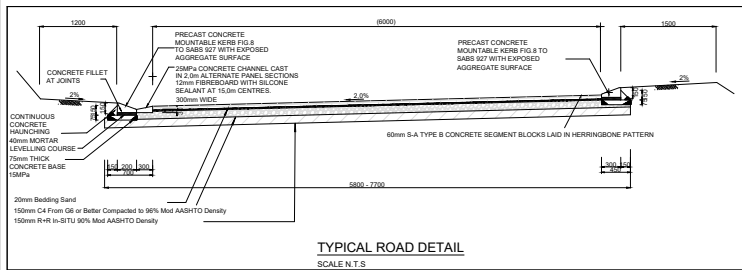
POINT	CO-ORDINATES - LO 29		km DIST.	RADIUS
	Y	X		
START	99 194.848	3 002 788.098	0.000	
END	99 209.007	3 002 955.415	0.168	

HORIZONTAL ALIGNMENT ROAD 10B CO-ORDINATE LIST

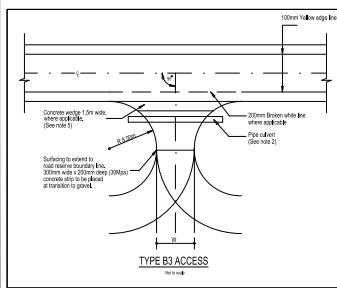
POINT	CO-ORDINATES - LO 29		km DIST.	RADIUS
	Y	X		
START	99 055.926	3 002 823.811	0.000	
BCC 1	99 079.978	3 002 853.700	0.014	
PV 1	99 088.000	3 002 853.738		65.00
ECC 1	99 081.938	3 002 852.668	0.026	
BCC 2	99 168.873	3 002 869.142	0.102	
PV 2	99 169.880	3 002 869.690		65.00
ECC 2	99 172.923	3 002 868.341	0.108	
END	99 186.386	3 002 868.35	0.132	

WARD 10 ROAD LAYOUT

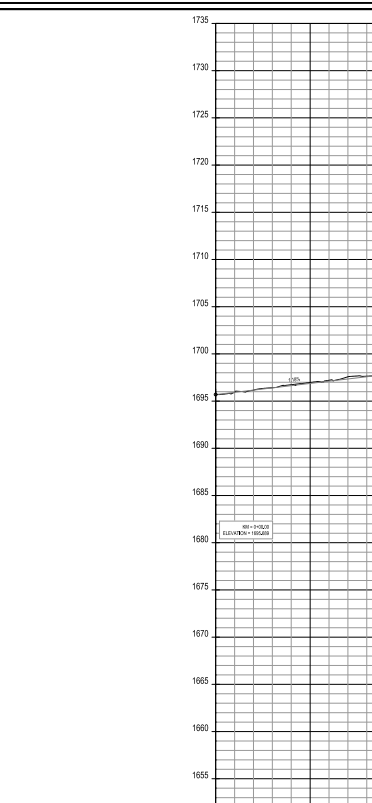
SCALE 1:1000



TYPICAL ROAD DETAIL
SCALE N.T.S

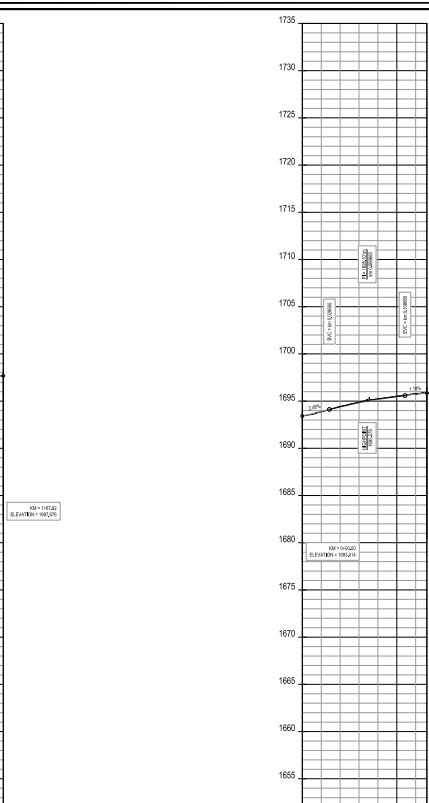


TYPE B3 ACCESS



Left Hand Side		DATUM 1650	
Retaining Walls		Retaining Walls	
Guardsails		Guardsails	
Subsoil Drainage		Subsoil Drainage	
Side Drains		Side Drains	
Centre Line Road Marking		Centre Line Road Marking	
Side Drains		Side Drains	
Subsoil Drainage		Subsoil Drainage	
Guardsails		Guardsails	
Retaining Walls		Retaining Walls	
Right Hand Side		DATUM 1650	
Earthworks Quantities		Earthworks Quantities	
Cut Depth (m)		Cut Depth (m)	
Cut / Fill		Cut / Fill	
Fill Depth (m)		Fill Depth (m)	
Grades		Grades	
Vertical Curves		Vertical Curves	
Final Road Levels		Final Road Levels	
Left Edge		Left Edge	
Centre Line		Centre Line	
Right Edge		Right Edge	
C/L Ground Levels		C/L Ground Levels	
Superelevation		Superelevation	
Horizontal Alignment		Horizontal Alignment	
Chainage Distance (km)		Chainage Distance (km)	

LONGSECTION WARD 10 ROAD A
SCALE 1:2000



Left Hand Side		DATUM 1650	
Retaining Walls		Retaining Walls	
Guardsails		Guardsails	
Subsoil Drainage		Subsoil Drainage	
Side Drains		Side Drains	
Centre Line Road Marking		Centre Line Road Marking	
Side Drains		Side Drains	
Subsoil Drainage		Subsoil Drainage	
Guardsails		Guardsails	
Retaining Walls		Retaining Walls	
Right Hand Side		DATUM 1650	
Earthworks Quantities		Earthworks Quantities	
Cut Depth (m)		Cut Depth (m)	
Cut / Fill		Cut / Fill	
Fill Depth (m)		Fill Depth (m)	
Grades		Grades	
Vertical Curves		Vertical Curves	
Final Road Levels		Final Road Levels	
Left Edge		Left Edge	
Centre Line		Centre Line	
Right Edge		Right Edge	
C/L Ground Levels		C/L Ground Levels	
Superelevation		Superelevation	
Horizontal Alignment		Horizontal Alignment	
Chainage Distance (km)		Chainage Distance (km)	

LONGSECTION WARD 10 ROAD B
SCALE 1:2000

NOTES

1. CLEAR AND REMOVE ALL DEBRIS (UNMANNED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.
2. EXCAVATE TO SPILL ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.
4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORK AND TO EXISTING STRUCTURES.
5. ALL SLOPE BANKS TO BE 1:1 IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED. THE FINISHED SLOPE MUST BE AGREED UPON THE ENGINEER ON SITE.
6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1300 (COTD) SPECIFICATION.
7. ALL COMPACTION TESTS REQUIRED AS PER ENGINEERS SPECIFICATION.
8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THE DRAWING ARE PER THE SURVEY DATA SUPPLIED. THE CONTRACTORS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.
9. ALLOWANCE TO BE MADE FOR SHORING VERTICAL EXCAVATIONS.
10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.
11. SETTING OUT COORDINATES ARE IN THE HIGH 1:29 COORDINATE SYSTEM.
12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES.
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.
14. ALL BELLWOUTH INTERSECTIONS TO BE CONSTRUCTED WITH SHOWN RADIALS AS PER KOD DOT TYPE B3 ACCESS.
15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER.
16. POINTS SHOWN INDICATE FINISHED ROAD LEVEL.
17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON SITE.
18. EARTH WORKING TO BE CONSTRUCTED IN CUT AREAS ALONG THE ROAD AND WILL BE DETERMINED ON SITE BY THE ENGINEER.

REV. NO. DATE DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

144 Mark Street
P.O. Box 1460
Vryheid
3100
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Email : info@dlveng.co.za

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

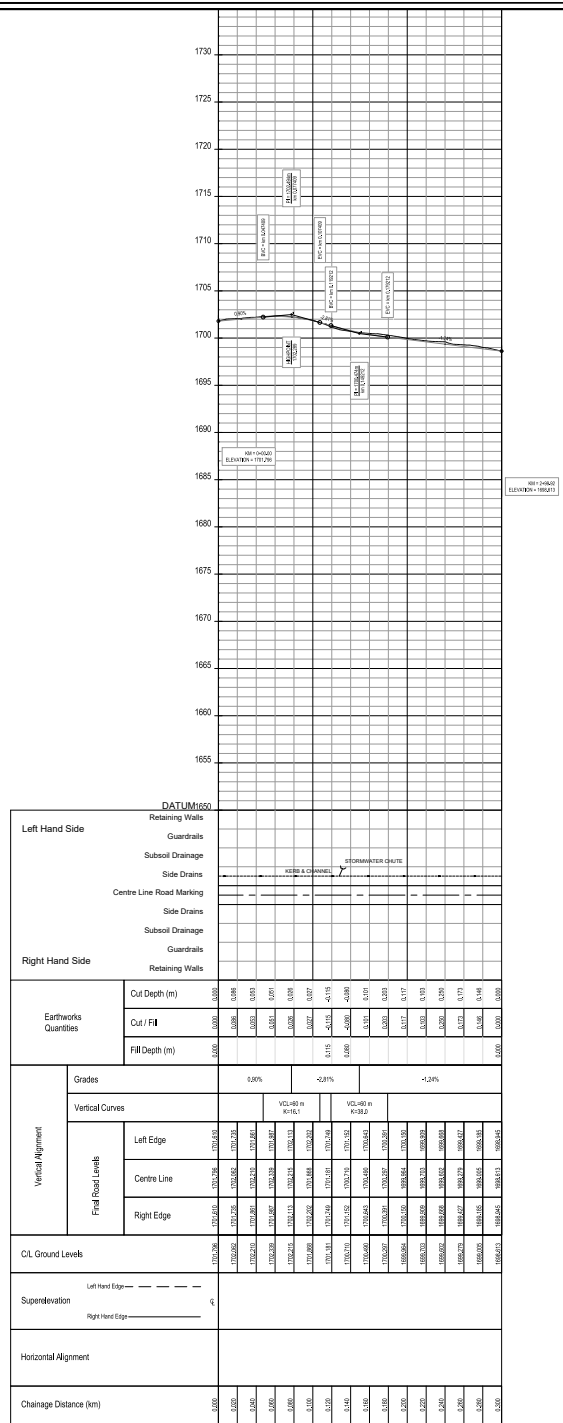
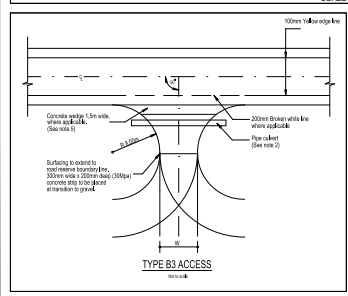
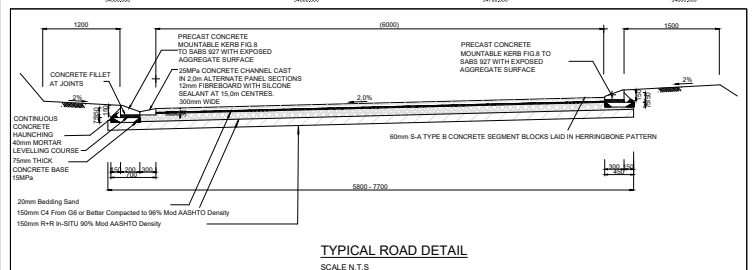
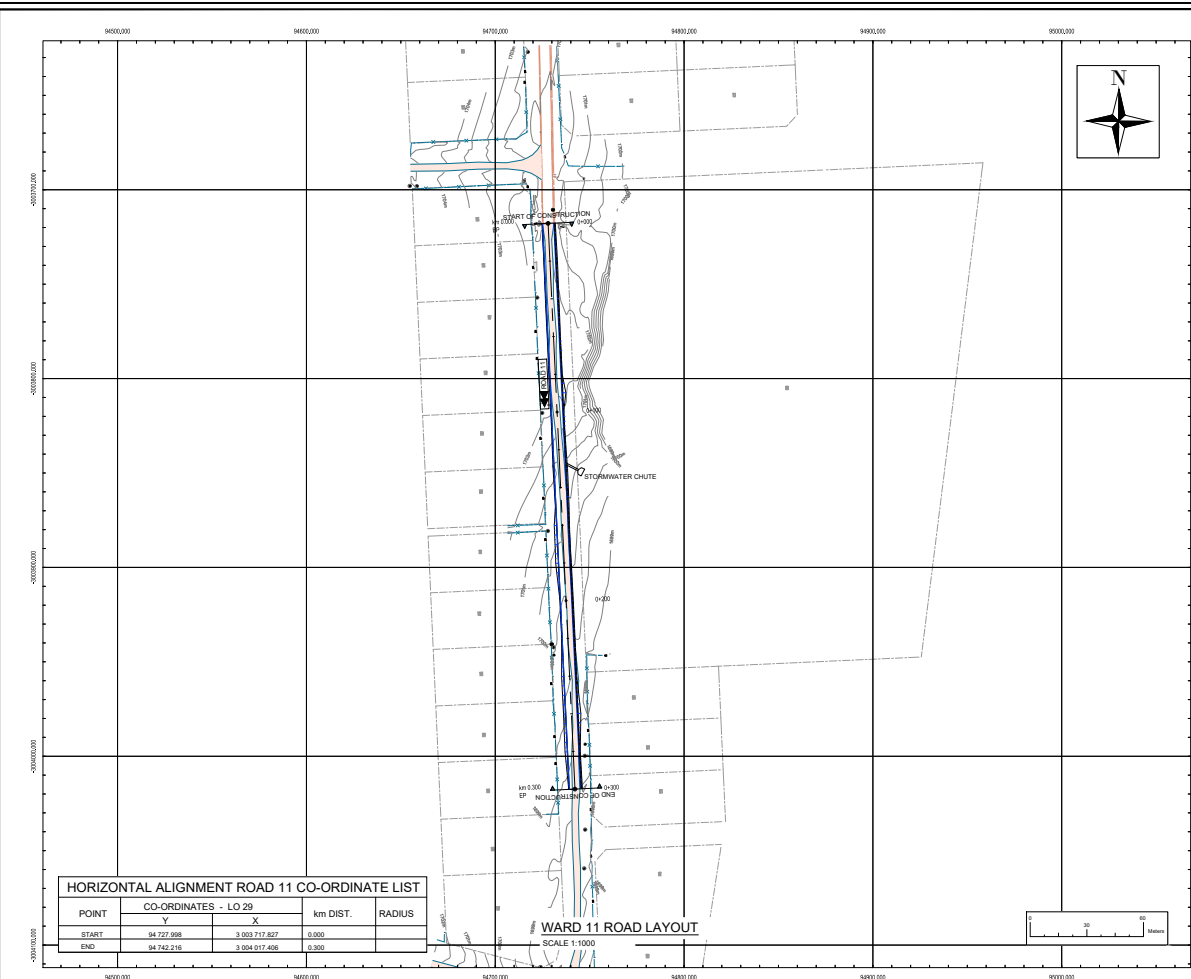
Project
CONSTRUCTION OF WARD 9, 10 & 11 ROADS FOR DAGGAKRAAL

Drawing description
**WARD 10 ROAD LAYOUT
ROAD 10A (0,000km - 0,168km)
ROAD 10B (0,000km - 0,132km)**

Drawn: **J RAMGHULAM**
Scale(s):
AS SHOWN
Consultant Drawing number
V62-03-05-101-LAY-P-00
Client Drawing number

Date: **AUGUST 2025**
Sheet No.:
1 OF 1
Drawing Size
A0

PRELIMINARY DRAWING



NOTES

1. CLEAR AND REMOVE ALL DEBRIS UNMANNED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.
2. EXCAVATE TO SPILL ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.
4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORK AND TO EXISTING STRUCTURES.
5. ALL SLOPE BANKS TO BE 1:2 IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED, THE FINISHED SLOPE MUST BE AGREED UPON BY THE ENGINEER AND THE LANDSCAPE ARCHITECT.
6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1200 (2010) SPECIFICATION.
7. ALL CONSTRUCTION TESTS REQUIRED AS PER ENGINEER'S SPECIFICATION.
8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THE DRAWING ARE AS PER THE SURVEY DATA SUPPLIED. THE CONTRACTOR IS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.
9. ALLOWANCE TO BE MADE FOR SHOWING VERTICAL EXCAVATIONS.
10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.
11. SETTING OUT COORDINATES ARE IN THE HIGH 1:20 COORDINATE SYSTEM.
12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES.
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.
14. ALL BELLWOUTH INTERSECTIONS TO BE CONSTRUCTED WITH SHOWN ADJUDIC, AS PER NON DOT TYPE B3 ACCESS.
15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER.
16. POINTS SHOWING FINISHED ROAD LEVEL.
17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE ENGINEER.
18. EARTHWORKS TO BE CONSTRUCTED IN CUT AREAS ALONG THE ROAD AND WILL BE DETERMINED ON SITE BY THE ENGINEER.

REV. NO. DATE DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: _____ Date: _____

Consultant

DLV
144 Mark Street
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3100
Tel : 034 980 7242
Fax : 034 983 2765
Email : info@dlveng.co.za

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

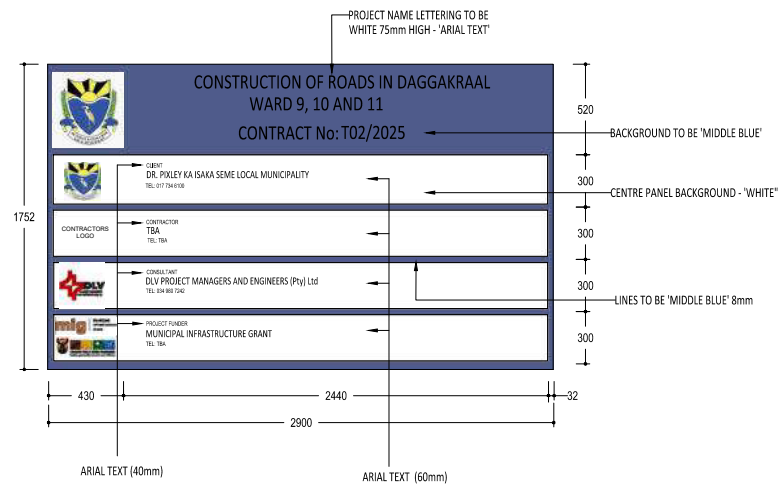
Project
CONSTRUCTION OF WARD 9, 10 & 11 ROADS FOR DAGGAKRAAL

Drawing description
WARD 11 ROAD LAYOUT (0,000km - 0,300km)

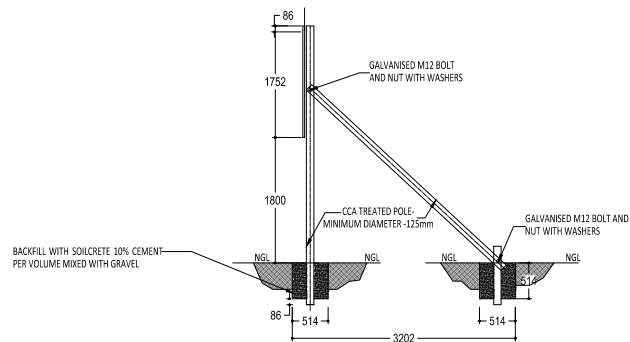
Drawn: **J RAMGHULAM** Date: **AUGUST 2025**
Scale(s):
AS SHOWN Sheet No.:
Consultant Drawing number Sheet 1 OF 1
Drawing Size
V62-03-05-102-LAY-P-00 A0
Client Drawing number

LONGSECTION WARD 11
SCALE 1:2000

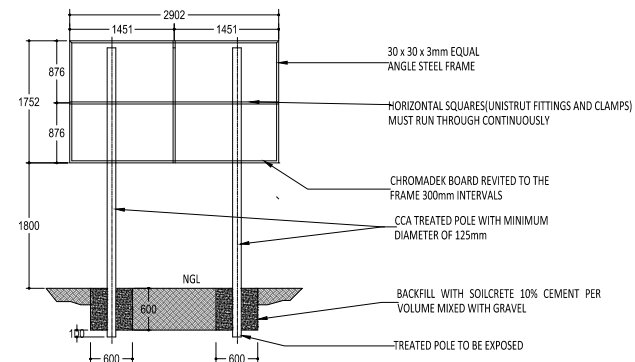
PRELIMINARY DRAWING



NAME BOARD
SCALE 1:20



SIDE VIEW
SCALE 1:50



FRONT VIEW
SCALE 1:50

LEGENDS

- COLOURS IN ACCORDANCE WITH SANS 1091 :2004
B11: DARK EARTH
F07: MIDDLE BLUE
G04: BLUE GREY
G80: CLOUD WHITE
- SUPPORTS TO BE CCA TREATED POLES WITH A MINIMUM DIAMETER OF 125mm.
- SOILCRETE BACKFILL TO BE WELL COMPACTED.
- UNISTRUT FITTINGS AND CLAMPS TO BE USED.
- ALL DIMENSIONS IN MILLIMETERS (mm) UNLESS STATED OTHERWISE.

Revisions

REV. NO.	DATE	DESCRIPTION

Checked by Professional Consultant: **SM**

Signature: _____ Date: 06-2025

PROJECT MANAGERS & ENGINEERS
DLV
144 Mark Street Vryheid
P.O. Box 1480
Vryheid 3100
Tel: 034 980 7242
Fax: 034 983 2765
Email: info@diveng.co.za

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

Contract: **CONSTRUCTION OF ROADS IN DAGGAKRAAL**

Drawing description: **PROJECT SIGNBOARD**

Drawn: A. NGWENYA Date: 06-2025

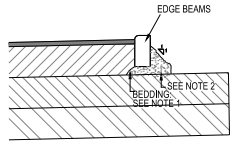
Scale(s): **A.S. SHOWN**

Consultant Drawing number

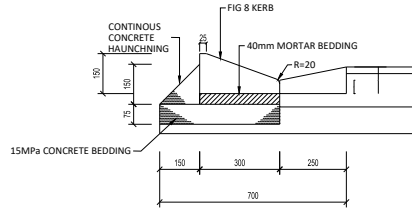
Client Drawing number

V62-01-04-079-SB-T-00

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2. BACKING: MIX 15MPa CONCRETE CAST CONTINUOUS,

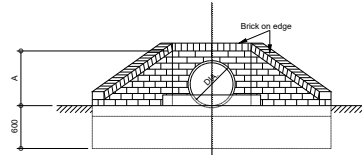


TYPE 2 : EDGING
SABS 927 - FIG. 12
NTS

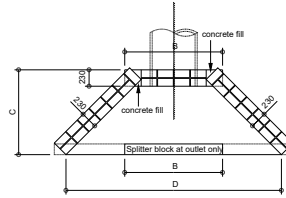


END ELEVATION
DETAIL OF MOUNTABLE KERB AND CHANNEL

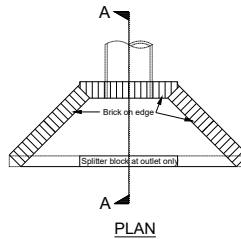
SCALE 1:10



FRONT ELEVATION - SINGLE PIPE



LAYOUT OF BRICKWORK

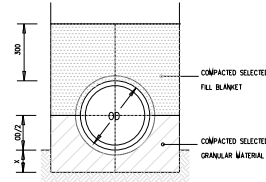


PLAN

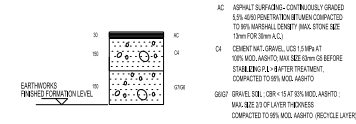
NOTES :

1. Splitter block and pitching to be provided at all outlets where erosion is likely to occur.
2. Splitter block may be omitted if discharge velocity is less than 0.9 m/s.
3. Cut-off walls may be omitted if structure is founded on rock.
4. For multiple pipe culverts increase dimensions 'E' and 'F' by (n-1)(A-460)/mm : Where n = number of pipes and A = nominal diameter of pipes
5. Pipes to be cut flush with headwall.
6. For skew pipe culverts the headwall shall be parallel to the centre line of the road.
7. If corrugated metal pipes are used 4x20mmx150mm long galvanised anchor bolts in the hollows of the corrugation are to be used.
8. All concrete is to be 20MPa.
9. Square mesh fabric (Reference S.M.F. 193) is to be placed 50mm from top in all apron slabs and centrally in cut-off walls.

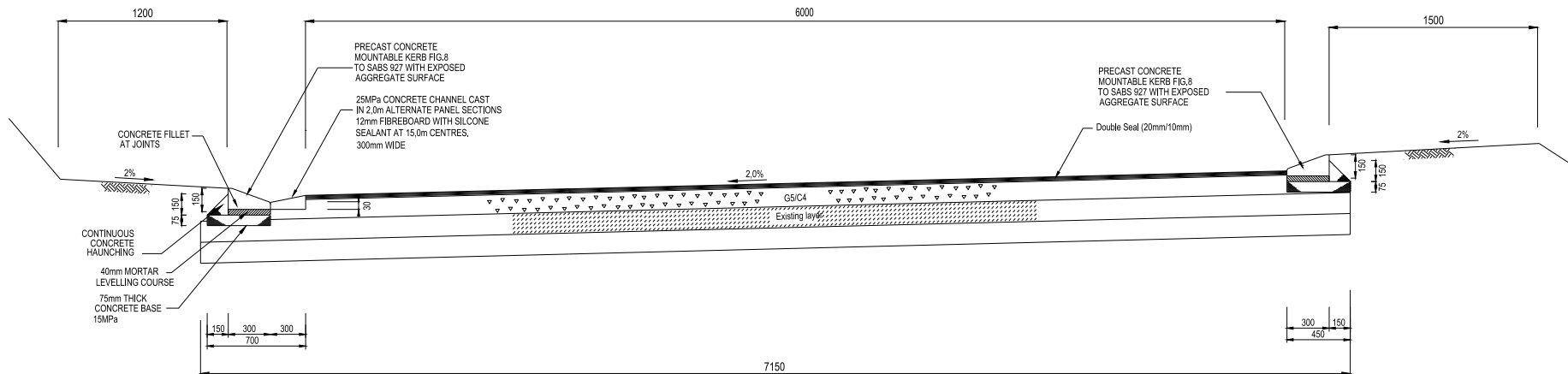
Nominal Dia	Dimensions (mm)				
	A	B	C	D	E
300/450	595	1 150	1 050	2 700	150
600	765	1 380	1 200	3 000	150
750	895	1 610	1 350	3 300	150
900	1 105	1 840	1 500	3 600	230
1 050	1 275	2 070	1 750	3 900	230
1 200	1 445	2 300	1 900	4 200	230



Class B (F=1.9) Rigid Pipes Detail
1:10



PLAIN STREET ROADS MATERIAL
SPECIFICATION & DESCRIPTION



ROAD DETAIL

SCALE 1 : 20

LEGEND

Revisions

REV. NO. DATE DESCRIPTION

Checked by Professional Consultant SM

Signature Date 08-2025

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LOCAL
MUNICIPALITY**

Contract
CONSTRUCTION OF ROADS IN DAGGAKRAAL

Drawing description
STANDARD DETAILS

Drawn: A NGWENYA Date: 08-2025

Scale(s) NTS

Consultant Drawing number
V62-01-04-011-SDET-T-00

Client Drawing number