MAKHUDUTHAMAGA LOCAL MUNICIPALITY

Lim473/Re-RepMain-Tswain/23/24/039

MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF CIVIL ENGINEERING CONTRACTORS FOR THE DESIGN PHASE TO COMMISSIONING PHASE (TURN-KEY CONTRACT) REPAIR AND MAINTENANCE OF THE WATER RETICULATION NETWORK AT TSWAING VILLAGE

CIDB Class Grading 5 CE or Higher

ISSUED BY:	PREPARED BY:
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NAME OF THE BIDDER	**:**
BID AMOUNT	**:**
TEL NUMBER	**:**
FAX NUMBER	**:**
EMAIL ADDRESS	**:**

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T. THE TENDER

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PART T1: TENDERING PROCEDURES

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MAKHUDUTHAMAGA LOCAL MUNICIPALITY

Bid Notice and Invitation to Bid

Bidders are hereby invited for the following project;

No.	Project Number	Project Description.	Non- Compulsory Briefing Date & Venue	Closing Date.	CIDB Grade
01	Lim473/Re-RepMain-tswain /23/24/039	Repair and Maintenance of the water reticulation at Tswaing Ga-Masemola(Turnkey)	**27/08/ 2024, Municipal Chamber@10:00am**	**25 September 2024**	**5 CE or higher**

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.
Bid documents for will be obtainable from Makhuduthamaga Local Municipal offices from **27 August 2024 (Mon-Fri from 08:00-16:30)** from the cashiers; at a non-refundable deposit of **R560.00** payable in cash or bank-guaranteed cheque. Bid documents can also be downloaded from online service **(www.etender.gov.za)** at **no cost.**

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

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act. 5/2000 and the revised procurement regulation with effect 16 January 2023 read with amended regulation on 14 December 2023 and on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points for Municipal specific goals (according to the said legislation). Details of functionality and specific goals are in the bid document. Bids will remain valid for 90 (ninety) days.

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

For enquiries contact:

Supply Chain Unit : Mr Mothapo M - 013 265 8607
Infrastructure Unit : Ms Lubisi NB - 013 265 8638
Mr MOGANEDI RM
MUNICIPAL MANAGER

T1.2 TENDER DATA

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

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

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

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

Sub-clause	Data
	C3.1 Description of Works C3.2 Employer's Agenting C3.3 Procurement C3.4 Construction C4.5 Management of the works Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part C5: Annexures C5.1 : Pro-forma Documents C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) C5.3 : Contract Drawings C5.4 : Occupational Health and Safety Policy
F.1.4	The employer is: **Makhuduthamaga Local Municipality** Address: Private Bag x 434 Jane Furse 1085 Tel: +27 13 265 8737 Fax: +27 13 265 1975 E-mail: senongp@makhuduthamaga.gov.za
F.2.1	Only those tenderers who are registered with the required CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5 CE OR HIGHER** class of construction work. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the required CIDB 2. the lead partner has a contractor grading designation in the CE class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5 CE OR HIGHER** class of construction work are eligible to submit tenders.
F.2.7	The arrangements for a compulsory clarification meeting are: venue, date and time **Municipal chamber,27/08/2024 10:00am**
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the

Sub-clause	Data
	employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender Box: **In the entrance foyer (ground floor) of Makhuduthamaga Municipality, Groblersdal Road, Jane Furse, next to the Jane Furse Plaza.** Identification Details: **Lim473/Re-RepMain-Tswain/23/24/039** **Repair and maintenance of the water reticulation network at Tswaing village**
F.2.13.6	A two-envelope procedure will **not** be followed.
F.2.15	**Closing time for submission of Tender offers is: 25/09/2024 @ 12H00**
F.2.15	**Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.**
F.2.16	The tender offer validity period is **90 days.**
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	**Tax Clearance will be confirmed with SARS before award (Done through CSD)**
F.3.4	The time and location for opening of tender offers: **Time: 12h00 on 25/09/2024** Location: In the entrance foyer (ground floor) of Makhuduthamaga Local Municipality, **Groblersdal Road, JANE FURSE, next to the Jane Furse Plaza**.
F.3.11	The procedure for the evaluation of responsive tenders is **Method 4** (Financial offer, quality and preference)

Sub-clause	Data
	The score for financial offer is calculated using the following formula $A = (1 - (\frac{P - Pm}{Pm}))$ W1= (1) 80 where the financial value inclusive of VAT is R300 000.00 of all responsive tenders received to the rand value equal to or below R 50 000 000 as guided by PPPFA 2000 preferential procurement regulations, 2022 and the revised procurement regulation with effect 16 January 2023 read with amended regulation on 14 December 2023
F3.13.1	Tender offers will only be accepted on condition that: a) a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

Sub-clause	Data
F.3.18	The number of paper copies of signed contract to be provided by the Employer is **one**
	Labour Content: The minimum Labour content for this project shall be 10**% OF THE WORKS.** **Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor's own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.**
F.3.11	Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2023 as published in Government Gazette. ***SUPPLY CHAIN MANAGEMENT*** ***EVALUATION PROCESS AND CRITERIA*** The following evaluation process and criteria will be used to evaluate all bids submitted: **1. Administrative Compliance – Phase One** • All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation. 1.1 **Critical Criteria**: The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation • Original bid document • Fully complete and initial all the pages of the tender document • Company profile • Proof of company registration • JV agreement submitted (Where applicable) • CSD registration documents or provide MAAA number for CSD verification • In the case of a joint venture/consortium, CSD registration documents or provide MAAA number for CSD verification of each entity constituting the joint venture/consortium, must be submitted with the bid document; • SARS or TCS PIN Number;

Sub-clause	Data
	• In the case of a joint venture/consortium, the TCS Pin number of each entity constituting the joint venture/consortium, must be submitted with the bid document; • Certified ID copies of directors/shareholders/members to be attached • Valid letter of good standing (Compensation for Occupational Injuries and Disease Act (COIDA) from Department of Labour OR any company accredited by Department of Labour (to be verified) • Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors) or a recent affidavit from SAPS must be attached in case of bidders who are not paying rates and taxes e.g. in a rural areas • Proof of professional indemnity insurance - Professional indemnity that is applicable on this project • Certified copies of qualifications in civil engineering or equivalent. • Proposed amendment and qualifications covering letter (if applicable) • Addedndum , if issued • Certified copies of each individual's registration at the applicable professional body as required by law • if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements – (aa) for the past three years; or (bb) since their establishment if established during the past three years; then the bidder should provide those financial statements. (ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; (iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic

Sub-clause	Data
	• Bill of quantities to be filled in black ink • Initial all alterations in the BoQ • Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached) **NB: All copies must be certified, the certification must not be older than 3 months of the closing date.**

2. Functionality – Phase Two

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

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

FUNCTIONALITY

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

NB!

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

Sub-clause	Data

A. **Company Experience(specifically in repair and maintenance water projects)**

No	Target Goals	Maximum Points 20	Points Claimed
1	No projects and completion certificate attached.	0	
2	Tenderer scores **15** points where information regarding the company's relevant experience is indicated and copies of appointment letters and completion certificates are attached. **3 Projects = Each project appointed at the amount more than R1m.**	15	
3	Tenderer scores **20** points where information regarding the company's relevant experience is indicated and copies of appointment letters and completion certificates are attached. **5 Projects and above = Each project appointed at the amount more than R2m.**	20	

B. **Value Of Relevant Projects Completed (specifically in repair and maintenance of water projects)**

No	Target Goals	Maximum Points 30	Points Claimed
	The highest 3 project will be evaluated		
1	Tenderer score zero points where information is not provided	0	
2	Tenderer scores 5 points per project where the value of a completed project/s is/are more > R 500 000 < R 1 500 000 and the appointment letter as well as completion certificates are attached.	15	
3	Tenderer scores 8 points per project where the value of a completed project/s is/are more > R 3 500 000 < R 5 000 000 and appointment letter as well as well as completion certificates are attached.	24	
4	Tenderer scores 10 points per project where the value of a completed project/s is/are more > R 10 000 000 and above and appointment letter as well as well as completion certificates are attached.	30	

Note:

- Referees provided, to be contactable to confirm the value and the completion certificates provided.
- All copies must be certified, the certification must not be older than 3 months of the closing date.

Sub-clause	Data

C. **Plant and Equipment necessary for construction**

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

Note:

- Points will be allocated as described below.

Required Plant	Allocated Points	Points Claimed
TLB X (1 in number)	2	
Grader(1 in number)	2	
Concrete mixer(1 in number)	2	
Tipper Truck X (2 in number)	2	
LDVs X (1 in number)	2	
Total Points	10	

Note:

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

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

No	Targeted Goal (CVs Compulsory)	Tendered Goal	Points Claimed
Relevant projects that include repairing and maintenance of water reticulation system and labour intensive construction method			
1	Site Agent/Key Staff experience with 0 – 5 years	5	
2	Site Agent/Key Staff experience with 6 – 10 years	10	
3	Site Agent/Key Staff experience with 11+ years	15	

Sub-clause	Data

	Total points: Experience of Key Personnel	**15**	

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

E. Specific Knowledge (15 points)

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

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

F. **Financial status**

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

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

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

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

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

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

<table>
<tr><th>Sub-clause</th><th>Data</th></tr>
<tr><td></td><td>
Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2022.

The 80/20 point system will be as follows:

<table>
<tr><th>Price Assessment</th><th>80 Points</th></tr>
<tr><td>TOTAL</td><td>80</td></tr>
<tr><td colspan="2"></td></tr>
<tr><th>Preferential Elements</th><th>20 Points</th></tr>
<tr><td>Designated Group</td><td>Specific Goals</td></tr>
<tr><td>Black People</td><td>4</td></tr>
<tr><td>Youth</td><td>4</td></tr>
<tr><td>Woman-ownership of more than 50%</td><td>2</td></tr>
<tr><td>Small, medium and Micro Enterprises(SMMEs)</td><td>4</td></tr>
<tr><td>People with disability</td><td>2</td></tr>
<tr><td>Local-within Makhuduthamaga local Municipal jurisdiction</td><td>4</td></tr>
</table>
A maximum of 20 points may be awarded to a tender for the specific goals specified for the tender
• The points scored by a tender in respect of the specific goals above must be added to the points scored for price
• Only the tender with the highest number of points scored may be selected

Award of contract to bids not scoring the highest number of points

(a) subject to section 2(1)(f) of the act, the contract must be awarded to the tenderer scoring the highest total number of points in terms of the 80/20 preference point system.

(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defendable in a court of law.

Evaluation of bids that scored equal points

(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for specific goals

(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.
</td></tr>
<tr><td>Local</td><td>SMME’s:</td></tr>
</table>

Sub-clause	Data
Municipality Special No.1	**It is encouraged that participation in the contract to a minimum of 10% of the contract value be granted to local SMME companies. Local** is defined as "having their head office within the Makhuduthamaga Local Municipality boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred.
Local Municipality Special No.2	**Local Labour Content:** The minimum target for expenditure on wages of Local Labour for this project shall be **10% of the Tender Sum**.

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

2) Conflicts of interest in respect of those engaged in the procurement process include direct,

indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

   i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
   ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

   TEV =NFO + NP

   where: NFO is the number of tender evaluation points awarded for the financial offer made in

accordance with F.3.11.7; NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

TEV =NFO + NQ
where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

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

a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

TEV =NFO + NP + NQ

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

NFO =W1xA

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

NQ = W2 x SO/ MS

where: SO is the score for quality allocated to the submission under consideration;
MS is the maximum possible score for quality in respect of a submission; and
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

competition between tenderers.

END OF SECTION

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must fully complete the following returnable documents:

T2.1 RETURNABLE DOCUMENTS FOR TENDER EVALUATION..... T.33

T2.2 MBD FORMS CHECKLIST T.57

T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION T.90

T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT..... T.113

T2.1 A CERTIFICATE OF AUTHORITY T.32
T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING T.35
T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS T.36
T2.1 D SCHEDULE OF PLANT AND EQUIPMENT T.37
T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE T.38
T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS T.39
T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER T.40
T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE T.41
T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS T.42
T2.1 J AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL T.43
T2.1 K VALID TAX CLEARANCE CERTIFICATE (IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE, NO 34350, DATED 8 JUNE 2011) AND SARS PIN T.44
T2.1 L CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY) T.45
T2.1 M CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION) T.46
T2.1 N CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP) T.47
T2.1 O CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS / SHAREHOLDERS) T.48
T2.1 P JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE) ... T.49
T2.1 Q CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE T.50
T2.1 R ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING) OF THE COMPANY T.51
T2.1 S ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING) OF THE DIRECTORS / SHAREHOLDERS T.52
T2.1 T ORIGINAL BANK RATING CERTIFICATE T.53
T2.1 U CERTIFIED COPIES OF CURRICULUM VITAE OF ALL SUPERVISORY AND SAFETY PERSONNEL T.54
T2.1 V PRO-FORMA CERTIFICATE OF INSURANCE COVER T.55
T2.1 W CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR (IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017) ..... **ERROR! BOOKMARK NOT DEFINED.**

T2.2 A ..... MBD1 ..... T.58
T2.2 B MBD 2 ..... T.62
T2.2 C MBD 3.1 ..... T.63
T2.2 D MBD 4 ..... T.64
T2.2 E MBD 5 ..... T.67
T2.2 F MBD 6.1 ..... T.69
T2.2 H MBD 7.1 ..... T.74
T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX T.78
T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES T.79
T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION T.80
T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER T.81
T2.3 E COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003 ..... T.83
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T2.1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.1 A CERTIFICATE OF AUTHORITY

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

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

A. Certificate for company

I,……., chairperson of the board of directors of ……, hereby confirm that by resolution of the board (copy attached) taken on ……20…., Mr/Mrs…….acting in the capacity of……..,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1…….. ……

. Chairman

2…….. ……..

Date

B. Certificate of partnership

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

C.Certificate for Joint Venture

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

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

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

NAME OF FIRM	ADDRESS	AUTHORISINGSIGNATURE, NAME &CAPACITY
Lead partner		

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

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

D. Certificate for sole proprietor

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

As Witness:

1…….. ……
Signature: Sole owner

2…… …….
Date

E. Certificate for Close Corporation

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

……..……..(Tenderer)

of

……..……
(address)

……

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

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

Particulars of person(s) attending the meeting:

Name ……

Signature……

Capacity……...

Name……

Signature……

Capacity……...

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

Name……..

Signature……

Capacity……..

Date &Time……..……...

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

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

Signed……. Date…….

Name…….. Position……

Tenderer…….

T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted. If found at any stage that the information is false and incorrect, the tender will not be further considered for the award of the contract.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed…….. Date……

Name…… Position……..

Tenderer……...

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

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

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

Signed……. Date ……..

Name……... Position…….

Tenderer……..

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed…… Date ……..

Name……... Position……..

Tenderer……..

T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

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

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

b) change the employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER: .....

T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

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

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

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

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

SIGNED ON BEHALF OF TENDERER: .....

T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

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

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

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

_____ _____
Signatory Date

Witnesses

1. _____ _____ _____
Full Names Signature Date

2. _____ _____ _____
Full Names Signature Date

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

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____(Name of the Bidder or Consortium)

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

Signed at _____ Date_____ Month _____ 20_____

Print Name: _____

Signature: _____

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

_____ _____

Signatory Date

Witnesses

1. _____ _____ _____

Full Names Signature Date

2. _____ _____ _____

Full Names Signature Date

T2.1 K VALID TAX CLEARANCE CERTIFICATE (in terms of the Preferential PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE, NO 34350, DATED 8 JUNE 2011) AND SARS PIN

Attach Tax Certificate and SARS pin

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

Attach

Certificate

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

Attach

Certificate

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

Attach

Certificate

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

Attach

Certificate

Attach

Certificate

T2.1 Q CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

Attach

Certificate

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

Attach

Certificate

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

Attach

Certificate

T2.1 T ORIGINAL BANK RATING CERTIFICATE

Attach

Certificate

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

Attach

Certificate

T2.1 V PRO-FORMA CERTIFICATE OF INSURANCE COVER

Attach

Certificate

PART T2.2: MBD FORMS CHECKLIST

T2.2 MBD FORMS CHECKLIST

☐	MBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING
☐	MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS
☐	MBD 3.1: PRICING SCHEDULE – FIRM PRICES
☐	MBD 4: BIDDER'S DISCLOSURE
☐	MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION
☐	MBD 6.1: PREFERENCE POINTS CLAIM FORM
☐	MBD 7.1: CONTRACT FORM – PURCHASE OF GOODS / WORKS

T2.2 A MBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**Lim473/Re-RepMain-Tswain/23/24/039**	**CLOSING DATE:**	**25/09/2024**	**CLOSING TIME:**	**12:00**
DESCRIPTION	**Repair and maintenance of the water reticulation network at Tswaing village**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Tender Box at the Makhuduthamaga Local Municipality Offices, foyer **Makhuduthamaga Local Municipality,** **Jane Furse,** **Limpopo**					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**
DEPARTMENT	Supply Chain Management unit	Technical Services
CONTACT PERSON	Mr K Mothapo	Mr P Senong
TELEPHONE NUMBER	(013) 265 8607	(013) 265 8625
FACSIMILE NUMBER	(013) 265 8625	(013) 265 8625
E-MAIL ADDRESS	khalabom@makhuduthamaga.gov.za	senongp@makhuduthamaga.gov.za

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 eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by: …….
- At: ……
- Brand and Model (if applicable) …….
- Country of Origin …….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …….
- Period required for delivery ……*Delivery: Firm/Not firm
- Delivery basis …….

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise,

employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

[1] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

I, the undersigned, (name)…… in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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

2 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.

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	..……
Signature	Date
……	……
Position	Name of bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

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

……

……

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

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

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

……

……

* Delete if not applicable

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

***YES / NO**

3.1 If yes, furnish particulars

……

……

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

***YES / NO**

4.1 if yes, furnish particulars

……
……
……

T. CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

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

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

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 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 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 the 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 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)
Black People	4	
Youth	4	
Woman-ownership of more than 50%	2	
Small, Medium and Micro Enterprises(SMMEs)	4	
People with disability	2	
Local-within Makhuduthamaga Local Municipality Jurisdiction	4	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)…….…… in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……...

DATE ……

WITNESSES

1 ……

2. ……

DATE: ……

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..…..

   accept your bid under reference number ……..……..…dated……for the supply of

   goods/works indicated hereunder and/or further specified in the annexure(s).

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

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

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

SIGNED AT ……ON……..

NAME (PRINT) ……..

SIGNATURE ……..

OFFICIAL STAMP

WITNESSES

1. ……
2. ……

T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX……

T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES .....

T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION .....

T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER .....

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

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

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

RDP1(E) SCHEDULE OF LABOUR CONTENT… ……..**Error! Bookmark not defined.**

RDP2(E) EMPLOYMENT OF ABE'S.....

RDP3(E) HDI EQUITY IN PROJECT ..... **ERROR! BOOKMARK NOT DEFINED.**

RDP4(E) HDI SUPERVISORY STAFF.....

RDP5(E) ABE DECLARATION AFFIDAVIT .....

RDP6(E) GENERIC TRAINING .....

RDP7(E) ENTREPRENEURIAL TRAINING ..... **ERROR! BOOKMARK NOT DEFINED.**

RDP8(E) EMPLOYER'S AGENTING SKILLS TRAINING…… ……

T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES	Tender No: …….. Closing Date: ……..

DECLARATION OF GOOD STANDING REGARDING TAX

PARTICULARS

1. Name of Taxpayer/Tenderer: .....
2. Trade Name: .....

3.	Identification Number: (If applicable)	
4.	Company / Close Corporation registration number:	
5.	Income Tax reference number:	
6.	VAT registration number: (If applicable)	
7.	PAYE employer's registration number: (If applicable)	
8.	Monetary value of tender:	

DECLARATION

I, …… the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

(i) Have been satisfied in terms of the relevant Acts; or

(ii) That suitable arrangements have been made with the Receiver of Revenue, …….. to satisfy them.*

.....	.....	.....
SIGNATURE	**CAPACITY**	**DATE**

PLEASE NOTE: * The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

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

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

a) Name of Bank: .....

b) Branch of Bank .....

c) Town/city/suburb where bank is situated.....

d) Contact Person at the Bank: .....

e) Telephone number of Bank: Code: ……. Number: ……

f) Account Number: .....

g) Bank rating (include confirmation from bank or financial institution): .....

.....

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

SIGNED ON BEHALF OF THE TENDERER:.....

DATE: .....

T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as the relevant Category 4 CE or Higher

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

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

T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;

b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;

c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;

d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;

e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

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

SIGNED ON BEHALF OF TENDERER: .....

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

IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;

b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;

c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.

d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;

e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

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

SIGNED ON BEHALF OF TENDERER: .....

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

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

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

SIGNED ON BEHALF OF THE TENDERER: .....

Note to tenderer:

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

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

M1 General

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

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

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

K2 Definitions

M2.1 Contract Participation Goal (CPG)

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

M2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and

b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:

1) R10 million in respect of contractors who mainly perform Civil Employer's Agent Services.

2) R2,5 million in respect of labour-only subcontractors

3) R10 million in respect of Manufacturers

4) R15 million in respect of Suppliers

5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house

competence and expertise to perform, in respect of professional service providers, and

6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

M2.3 "Historically Disadvantaged Individuals (HDIs)" means all South African Citizens

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

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

M2.4 Target values

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

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

Labour Maximisation : 10%
ABE support : 25%

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

HDI Supervisory Staff : 10%

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

M3 Preferential Procurement Point System Policy

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

M4 Contract Participation Performance (CPP)

M4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

M4.2 Monitoring of CPG

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

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

M5 Training

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

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

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

Ownership	Percentage owned	Points claimed

Equity ownership by persons who due to the apartheid policy that had been in place, had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa,1993 (Act No. 200 of 1993) (“The Interim Constitution”)

% .....

Equity ownership **by women** % .....

2. DECLARATION WITH REGARD TO EQUITY

2.1 Name of firm : .....

2.2 VAT registration number : .....

2.3 Company registration number : .....

2.4 TYPE OF FIRM

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

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

2.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

2.6 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? ……..

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

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

*Indicate YES or NO

2.9 Consortium / Joint Venture

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

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

*Indicate YES or NO:

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

I / we acknowledge that:

(i) The information furnished is true and correct.

(ii) The Equity ownership claimed is in accordance with the applicable preference point system.

(iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the claims are found to be incorrect, the Makhuduthamaga Municipality may, in addition to any other remedy it may have –

(a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 ....

SIGNATURE(S) of TENDERER(S)

2 .....

DATE: .....

ADDRESS: .....

.....

.....

.....

RDP1(E) SCHEDULE OF LABOUR CONTENT

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

The specified target value is 10%

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

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

Notes to Tenderer:

(1) Labour is defined as hourly paid personnel.

(2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER: …….

RDP2(E) EMPLOYMENT OF ABE'S

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

Note: The ABEs shall be from the LOCAL COMMUNITY. Should no suitable ABEs be available from the LOCAL COMMUNITY, the following target areas shall be according to the next community levels upwards, being LOCAL MUNICIPALITY AREA, then DISTRICT MUNICIPALITY AREA and then only the LIMPOPO PROVINCE.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. **Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.**
2. **Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.**
3. **The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.**

SIGNED ON BEHALF ON THE TENDERER ……

RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

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

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER ……

RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be30%. Refer Form T2.1 K, item 2.4(b).It is proposed to employ the following salaried personnel on this contract as supervisory staff:

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

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

HDIs as percentage of total …… %

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER ……

RDP5(E) ABE DECLARATION AFFIDAVIT

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

SIGNED ON BEHALF OF THE TENDERER ……

RDP6(E) GENERIC TRAINING

Name of Training Institution: ……

Name of Programme: ……

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER ……

RDP7(E) ENTREPRENEURIAL TRAINING

Name of Training Institution: ……

Name of Programme: ……

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER ……

RDP8(E) EMPLOYER'S AGENTING SKILLS TRAINING

Name of Training Institution: ..... ……

Name of Programme: ……

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER ……..…..

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

T2.4 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE T-113
T2.4 B RATES FOR SPECIAL MATERIALS .....
T2.4 C ALTERATIONS BY TENDERER .....
T2.4 D WORKS PREVIOUSLY EXECUTED .....
T2.4 E PRESENT COMMITMENTS .....
T2.4 F SUPERVISORY AND SAFETY PERSONNEL .....
T2.4 G CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR .....
T2.4 H LABOUR UTILISATION .....
T2.4 I COMPLIANCE WITH OHSA (ACT 85 OF 1993) .....
T2.4 J PLANT AND EQUIPMENT .....
T2.4 K SUB-CONTRACTORS T-129
T2.4 L SITE INSPECTION CERTIFICATE .....
T2.4 M AUTHORITY OF SIGNATORY .....
T2.4 N PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM T-131
T2.4 O JOINT VENTURE AGREEMENT .....
T2.4 P PREFERENTIAL PROCUREMENT .....
T2.4 T DECLARATION OF INTEREST .....
T2.4 U BANKING DETAILS .....
T2.4 V RATES FOR SPECIAL MATERIALS .....

T2.5 RETURNABLE DOCUMENTS CHECKLIST T-143

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

T2.4 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

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

MONTH	VALUE (INCLUDING VAT)
1	R ……
2	R ……
3	R ……
4	R ……
5	R ……
6	R ……
7	R ……
8	R ……
9	R ……
10 (FINAL RETENTION)	R ……
TOTAL: R…… **(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)** **DURATION.....(MONTHS)**	

SIGNED ON BEHALF OF TENDERER: .....

T2.4 B RATES FOR SPECIAL MATERIALS

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

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

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:.....

T2.4 C ALTERATIONS BY TENDERER

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

Page	Clause or Item

SIGNATURE OF TENDERER: ..... DATE: .....

T2.4 D WORKS PREVIOUSLY EXECUTED

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

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

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

SIGNATURE OF TENDERER: ..... DATE: .....

* State firm, contact person and telephone number.

T2.4 E PRESENT COMMITMENTS

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

SIGNATURE OF TENDERER: ..... DATE: .....

* State firm, contact person and telephone number.

T2.4 F SUPERVISORY AND SAFETY PERSONNEL

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

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

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

SIGNATURE OF TENDERER: DATE:

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

1. DEFINITIONS

The following definitions shall apply to this schedule:

1.1 Targeted labour

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

1.2 Target Group

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

1.3 Target Area

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

2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS

The Tenderer, undertakes to:

(1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;

(2) accept the sanctions set out in Section 4 below should such conditions be breached; and

(3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

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

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

- 3 Requirements
- 3.1 Contract participation goal

  ADD THE FOLLOWING TO 3.1.1:

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

4. SANCTIONS

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

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

(100)

where:

D = tendered Contract Participation Goal percentage

Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract

NA = Net Amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable.

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

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

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

SIGNATURE: ..... NAME: .....

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR: .....

T2.4 H LABOUR UTILISATION

Labour Categories - Definitions

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

1. General Foreman/Foreman

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

(a) Supervision

(b) Maintaining discipline

(c) Ensuring safety on the workplace

(d) Being responsible to the Contractor for efficiency and production for his/her portion of the works

(e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

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

(a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan

(b) Giving out work to other employees under his/her control and supervision

(c) Ensuring safety on the workplace

(d) Maintaining discipline

(e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

3. Artisan

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

4. Team Leader

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

(a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person

(b) Giving out work to other employees under his control and supervision

(c) Maintaining discipline

(d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

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

6. Semi-Skilled Employee

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

7. Unskilled Employee

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

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Note: Man-Days table on next page.

MAN DAYS

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

SIGNATURE OF TENDERER: ..... DATE: .....

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

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

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO
2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

   .....
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO

   How is this policy communicated to all employees?

   .....
4. Does the Contractor keep records of safety aspects of each construction site? YES / NO

   If yes, what records are kept?

   .....
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? YES / NO

   .....
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES / NO

   If yes, please explain his duties and provide a copy of his CV.

   .....

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

   .....
8. Does the Contractor have a safety induction training programme in place? YES / NO

   (If yes, provide a copy).

SIGNATURE OF TENDERER: ..... DATE: .....

T2.4 J PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

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

Quantity	Size, Description, Capacity, etc

SIGNATURE OF TENDERER: ..... DATE:

T-113
Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

T2.4 L SITE INSPECTION CERTIFICATE

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

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

SIGNATURE OF TENDERER: ..... DATE: .....

Site Visit

This will certify that…….....

Representing…….....

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

FOR THE ENGINEER: ..... (signed)

T2.4 M AUTHORITY OF SIGNATORY

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

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

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

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

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

(e) A joint venture, and attach hereto:

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

SIGNATURE OF TENDERER: …… DATE:……

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

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

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

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

- Name of Business (or person, in case of goods/services provided by a person:

  ..... ( )*

- Official physical address of business, e-mail, telephone and fax numbers:

  Address: ..... ( )*

  e-mail: ..... ( )*

  Telephone: ..... ( )*

  Fax: ..... ( )*

- Electricity account no. if a local business: ..... ( )*
- Type of business (Company, cc, etc): ..... ( )*
- Main business activity (Stationary Dealer, Building Contractor, etc):

  ..... ( )*

- Estimated annual turnover (to remain confidential): R ..... ( )*
- Full name of controlling shareholder if not a one-man business (to remain confidential):

  ..... ( )*

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

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

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

SIGNATURE OF TENDERER: ..... DATE: .....

T2.4 O JOINT VENTURE AGREEMENT

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

Name and Addresses of Joint Venture: …….

…….

…….

Consisting of the following businesses (Joining Entities)

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

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

.....

who is an employee of (name of joining entity) .....;

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

.....

and dated ……...(if applicable). Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

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

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

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

WITNESSES:	1.	.....	.....	.....
	2.	.....	.....	.....

SIGNATURE OF TENDERER: ..... DATE: .....

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

T-135
Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

T-136
Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

T2.4 U BANKING DETAILS

Bank Name: ……

Account Holder's Name: ……

Account Number: ……

Branch Code: ……

Contact Person: ……

Contact Number: ……

SIGNATURE OF TENDERER: .....

SIGNED ON BEHALF OF: .....

DATE: .....

T2.4 V RATES FOR SPECIAL MATERIALS

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

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

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

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

SIGNATURE OF TENDERER: ..... DATE: .....

END OF SECTION

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
Lim473/Re-RepMain-Tswain/23/24/039

Repair and maintenance of the water reticulation network at Tswaing village

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.5: RETURNABLE DOCUMENTS CHECKLIST

T.140
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

CHECKLIST

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

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

RETURNABLE DOCUMENT	YES	NO
15. SITE INSPECTION CERTIFICATE		

Reasons for non-compliance:

.....

.....

Contact Details:

Office Phone No: .....

Office Fax No: .....

Cell phone No: .....NAME IN CAPITAL (BLOCK) LETTERS SIGNATURE

END OF SECTION

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C5 ANNEXURES

PARTC1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE.....C.3

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996. .....C.6

C1.3 PERFORMANCE GUARANTEE C.10

C1.4 CONTRACT DATA C.12

C1.5 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) C.25

C1.6 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) C.27

C1.7 MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997 .....C.28

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

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: **Lim473/Re-RepMain-Tswain/23/24/039**
Repair and maintenance of the water reticulation network at Tswaing village
The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....

.....

.....

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

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

Signature(s) ....

Name(s) ....

Capacity ....

for the tenderer ....
(Name and address of organization)

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

Acceptance

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

The terms of the contract are contained in:

PARTC1 ..... Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PARTC3 Scope of work

PARTC4 Site information

PARTC5 Annexures

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

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

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

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

Signature(s) ....

Name(s) ....

Capacity ....

for the Employer .....
(Name and address or organization)

Name and signature of witness .... Date:

Schedule of Deviations

Item	Deviation Details

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

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

For the Contractor:

Signature(s) ....

Name(s) ....

Capacity ....

.....

(Name and address of organization)

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

For the Employer:

Signature(s) ....

Name(s) ....

Capacity ....

.....

(Name and address of organization)

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.

2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer's Agent requiring him to commence the execution of the Works, to either:

    a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (Second Edition) as issued b the South African Institution of Civil Employer's Agenting (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or

    b) the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2015.

3. The Principal Contractor declares himself to be conversant with the following:-

    a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.

i. Section 8: General duties of employers to their employees.

ii. Section 9: General duties of employers and self-employed persons to persons other than employees

iii. Section 37: Acts or omissions by employees or mandatories and

iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.

v. Construction Regulations 2003, and other safety regulations, as applicable.

b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.

4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.

5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.

6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:

a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

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

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

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

i) Control, manage and direct employees at the Mine (borrow pit or quarry).

ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.

iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.

iv) Ensure and maintain a healthy and safe mine environment for all persons.

v) Ensure an adequate supply of health and safety equipment and facilities.

vi) Staff the Mine, with due regard to health and safety.

vii) Provide health and safety training as far as reasonably practicable to all employees.

viii) Initiate, prepare and implement codes of practice, relating to health and safety.

ix) Maintain an effective risk identification and management system.

x) Ensure the effective maintenance of hazard identification and medical monitoring records.

xi) Prepare and or review the Health and Safety Policy for the Mine.

xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.

xiii) Ensure compliance with relevant environmental legislation.

xiv) Assist with implementation and maintenance of the Department of Roads and Transport SHE Management Standards, the Contractor's Compliance Pack and operational procedures.

xv) Enhance a culture of high performance in safety and health.

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

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

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

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

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

……

WITNESS: 1…….. 2……..

NAME

(IN CAPITALS) 1…….. 2……

DATE: ……

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

……..

WITNESS: 1……. 2…….

NAME

(IN CAPITALS) 1……. 2…….

DATE: ……..……. DATE:……..

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

C1.3 PERFORMANCE GUARANTEE

MUNICIPAL MANAGER
MAKHUDUTHAMAGA MUNICIPALITY
PRIVATE BAG X434
JANE FURSE
1085

CONTRACT.....

I/We, the undersigned, ...

.....

.....

acting herein in my/our capacity as

.....

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

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

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

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

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

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

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

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

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

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

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

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

AS WITNESSES:

1. ....
GUARANTOR

ADDRESS: .....

.....

2. .....

ADDRESS: .....

.....

C1.4 CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

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

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

NOTES

Note 1

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

Note 2

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

CONTRACT DATA

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

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

Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.5	Add the following to the Clause after the last sentence. "The contact shall come into effect when the employer issues a letter to the contractor stating that his tender has been accepted / the contract has been awarded to the contractor, or upon receipt of the signed contract document by the contractor from the employer."
1.1.1.12	*ADD THE FOLLOWING TO THIS CLAUSE:* "The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1."
1.1.1.14	*ADD THE FOLLOWING TO THE END OF THIS DEFINITION:* "This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for completion of the Works is indicated in Clause 5.5.1. The Due Completion Date shall be 10 months"
1.1.1.15	The Employer is **Makhuduthamaga Local Municipality**.
1.1.1.16	
1.2	*ADD THE FOLLOWING TO THIS CLAUSE:* "1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.

<table>
<tr><th>Clause</th><th>Contract Data</th></tr>
<tr><td></td><td>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</td></tr>
<tr><td></td><td>The address of the Employer is:

Makhuduthamaga Local Municipality
The Municipal Manager
Private Bag X434
Jane Furse
1085</td></tr>
<tr><td>1.3.5</td><td>ADD THE FOLLOWING TO THIS CLAUSE:

“The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.”</td></tr>
<tr><td>3.2.3</td><td>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:

<table>
<tr><th>Delegated to ER*</th><th>Requires EWA*</th><th>GCC Clause No</th><th>Description</th><th>Financial limit per occurrence</th></tr>
<tr><td></td><td>Y</td><td>1.2.1.2</td><td>Change of address</td><td>NA</td></tr>
<tr><td>N</td><td></td><td>2.2.3</td><td>Adverse physical conditions</td><td>NA</td></tr>
<tr><td></td><td></td><td>2.4.1</td><td>Ambiguity in or discrepancy between documents</td><td>NA</td></tr>
<tr><td></td><td>Y</td><td>3.3.1</td><td>Employer’s Agent's appointment and termination</td><td>NA</td></tr>
<tr><td></td><td>Y</td><td>3.3.4</td><td>Employer’s Agent's acting on Employer’s Agent's behalf</td><td>NA</td></tr>
<tr><td></td><td></td><td>3.3.6</td><td>Employer’s Agent's orders or instructions causing dissatisfaction</td><td>NA</td></tr>
<tr><td></td><td></td><td>4.3.1</td><td>Proof of compliance with applicable laws</td><td>NA</td></tr>
<tr><td></td><td></td><td>4.3.2</td><td>Proof of good standing with payments in terms of legislation</td><td>NA</td></tr>
<tr><td></td><td></td><td>4.4.2</td><td>Subcontractor to be approved</td><td>NA</td></tr>
<tr><td></td><td></td><td>4.5.4</td><td>Payment for notices and fees</td><td>R……</td></tr>
<tr><td></td><td></td><td>4.7.1</td><td>Fossils, etc. on Site</td><td>NA</td></tr>
<tr><td></td><td>Y</td><td>4.8.2</td><td>Facilities for others</td><td>NA</td></tr>
</table>
</td></tr>
</table>

Clause	Contract Data				
		Y	4.9.1	Removal of Construction Equipment from Site	NA
			4.10.1	Use of Site for Contractor's employees	NA
			4.10.2	Contractor's employee information	NA
			4.11.2	Removal of Contractor's employee from Works	NA
			4.11.2	Re-employment of Contractor's employee	NA
		Y	4.12.2	Approval of Construction Manager	NA
			5.3.1	Commencement of the Works	NA
			5.6.3	Approval of programme	NA
			5.6.4	Adjustment of programme	NA
		Y	5.7.1	Rate of progress falling behind programme	NA
		Y	5.7.1	Steps taken to expedite progress	NA
			5.7.2	Work at night	R……
		Y	5.7.3	Acceleration of rate of progress	NA
			5.7.3	Payment for acceleration	R……
		Y	5.8.1.1	Work during non-working times	R……
			5.9.1	Instructions and drawings on Commencement Date	NA
			5.9.2	Further instructions and drawings	NA
			5.9.3	Requested instructions and drawings	NA
		Y	5.9.7	Contractor's designs	NA
		Y	5.9.7	Departing from Contractor's designs	NA
		Y	5.11.2	Suspension of the Works	NA
			5.11.6	Proceeding with Works after suspension	NA
	N		5.12.4	Acceleration instead of extension of time	R……
			5.13.2	Reduction in penalty	R……
	N	Y	5.14.1	Work to be completed for Practical Completion	NA
	N	Y	5.14.2	Certificate of Practical Completion	NA
	N		5.14.4	Certificate of Completion	NA
	N		5.16.1	Final Approval Certificate	NA
		Y	6.3.1	Variation orders	R……
		Y	6.3.2.1	Confirmation of a Variation Order	NA
			6.4.1	Valuation of a Variation Order	NA
			6.4.1.3	Consultation on valuation of a Variation Order	NA
			6.4.1.4	Dayworks as a Variation Order	R……
		Y	6.4.2	Delivering the valuation of a Variation Order	NA
			6.5.1.3	Construction Equipment rates for dayworks	NA
			6.5.2	Materials for dayworks	R……

Clause	Contract Data				
			6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
			6.6.1	Provisional sum work	
			6.6.3	Prime cost work	
			6.7.2	Valuation of the Works	NA
			6.7.3	Measurement of work	NA
			6.8.4	Costs due to changes in legislation	NA
			6.9.3	Plant and materials becoming property of Employer	NA
			6.10.1	Monthly payment certificate	NA
			6.10.4	Delivery of payment certificate	NA
			6.10.7	Correction of previous payment certificate	NA
			6.10.8	Completion payment certificate	NA
			6.10.9	Final payment certificate	NA
			6.11.1	Variations exceeding 15%	
			7.1.1	Unsuitable Construction Equipment	NA
			7.4.1	Samples of materials	NA
			7.4.2	Test specimens	NA
			7.4.3	Tests	NA
			7.4.5	Reports on tests	NA
			7.5.1	Covering up work	NA
		Y	7.5.2	Delivery of Plant to Site	NA
		Y	7.5.3	Testing and examining Plant and work	NA
			7.5.5	Uncovering work	NA
		Y	7.6.1	Making good and retesting of Plant	NA
			7.6.2	Plant failing testing	NA
		Y	7.6.3	Removal of improper work	NA
		Y	7.7.1	Search for defects	NA
		Y	7.8.1	Making good of defects	NA
		Y	7.9.1	Work by others during emergency	NA
			8.2.2.2	Damage due to excepted risks	NA
			8.5.1	Reporting accidents	NA
			9.1.5	Termination of Contract	NA
	N	Y	9.2.1	Consultation on breach of Contract by Contractor	NA
	N	Y	9.2.1	Breach of Contract by Contractor	NA
	N	Y	10.1.3	Facts to assess Contractor's claim	NA
	N	Y	10.1.5	Consultation on Contractor's claim	NA
	N	Y	10.1.5	Ruling on Contractor's claim	R……
	N	Y	10.2.3	Consultation on dissatisfaction claim	NA
	N	Y	10.2.3	Ruling on dissatisfaction claim	NA
	TOTAL FOR CONTRACT				

Clause	Contract Data
	*The following abbreviations apply to the above table: ER Engineer's Representative EWA Engineer's Written Action N No NA Not Applicable Y Yes
4.1.2	*ADD THE FOLLOWING TO THIS CLAUSE:* "The Contractor shall provide the following to the Engineer for retention by the Employer or his/her assignee in respect of all works designed by the Contractor: 4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 Design calculations should the Engineer request a copy thereof. 4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 'As-Built' drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works."
4.3.1	Compliance with applicable laws. *ADD THE FOLLOWING TO THIS CLAUSE:* "4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. 4.3.1.2 OHS requirements The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction

Clause	Contract Data
	Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.
	4.3.1.3 Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act. 4.3.1.4 Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations. 4.3.1.5 Contractor's Designer The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract."
4.4.4	*ADD THE FOLLOWING TO THIS CLAUSE:* "The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.

Clause	Contract Data
	The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."
4.10	*ADD THE FOLLOWING TO THIS CLAUSE:* "4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work."
5.3.1	*ADD THE FOLLOWING TO THIS CLAUSE:* "The Contractor shall commence executing the works within a period of 22 working days from the date of the written instruction by the Engineer unless otherwise agreed. The documentation required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Cash flow"
5.3.3	Add the following to Clause 5.3.3 after the last sentence: "The Contractor shall not commence with the Works until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."
5.5.1	*ADD THE FOLLOWING TO THIS CLAUSE:* "The time for Completion shall be **6 months** from Commencement Date, including year-end break/s."
5.6.2.6	*ADD THE FOLLOWING TO THIS CLAUSE:* "Commencement date after all documents after all documents are submitted
5.7.1	*ADD THE FOLLOWING TO THIS CLAUSE:*

Clause	Contract Data
	"No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined."
5.8.1	The non-working Days are Sundays The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	*ADD THE FOLLOWING TO THIS CLAUSE:* "Penalty per day shall be R10 000,00 per day."
5.14.1	Practical Completion Replace the last sentence of the second paragraph: "Should the Engineer … on the Due Completion Date." with the following: "Should the Engineer not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."
5.14.2	Issue of Certificate of Practical Completion Replace "the Engineer" in the second line with the following: ", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"
5.14.4	Certificate of Completion Replace "the Engineer" in the second line of the first paragraph with: ", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"
6.1	*ADD THE FOLLOWING TO THIS CLAUSE:* "Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for

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

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

Part 2: Data provided by the Contractor

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

END OF SECTION

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

THIS AGREEMENT made at ……on this the ……..day of ……in the year…….. between MAKHUDUTHAMAGA LOCAL MUNICIPALITY (hereinafter) called "the Employer") of the one part, herein represented by ……..…… in his capacity as ……..and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and ……in his capacity as …….. and being duly authorised by virtue of a resolution appended hereto as Annexure A.

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

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.

2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.

3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.

4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.

5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.

6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.

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

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

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

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. ..... 2. .....

NAME (Print): ..... NAME (Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. ..... 2. .....

NAME (Print): ..... NAME (Print): .....

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

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

SIGNED: .....

DATE: .....

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

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

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

SIGNED: .....

DATE: .....

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

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

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

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

"mine" means, when –

(a) "used as a noun-

(i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or

(ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another

(iii) a works; and

b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.

a) whether that substance is in solid, liquid or gaseous form;

b) that occurs naturally in or on the earth, in or under water or in tailings, and

c) that has been formed by or subjected to a geological process.

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

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

a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer's premises, or

b) Training at any central rescue station, or

c) The making, repairing, re-opening or closing of any subterranean tunnel, or

d) Any operations necessary in connection with any of the operational listed in this paragraph.

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

THIS AGREEMENT made at ……..on this the ……..day of ……in the year…….. between **Makhuduthamaga Local Municipality** (hereinafter) called "the Employer") of the one part,

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

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

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.

2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.

3. The contractor declares himself to be conversant with:

   a) all the requirements, regulations and standards of the Act, together with its amendments.

   b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.

4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. ..... 2. .....

NAME (Print): ..... NAME (Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. ..... 2. .....

NAME (Print): ..... NAME (Print): .....

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

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

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

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

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and

2. To the extent that is reasonable, you must ensure that every employee is properly trained:

   a. In the measures necessary to eliminate, control and minimise those risks to health and safety.

   b. In the procedures to be followed to perform the employee's work.

3. To the extent that is reasonably practical, you must:-

   Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.

4. To the extent that is reasonably practical, you must:-

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

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

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

   Ensure that work is performed under the general supervision of a person trained

to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

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

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

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

SIGNED: .....

DATE: .....

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

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

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

SIGNED: .....

DATE: .....

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

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

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

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

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

…..……..…….. of address ……

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

Please confirm this appointment by signing at the bottom.

SIGNED: ..... DATE:.....

NAME: .....

SIGNED: ..... DATE:.....

NAME: .....

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

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

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

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

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

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

Please confirm this appointment by signing at the bottom.

SIGNED: ..... DATE:.....

NAME: .....

SIGNED: ..... DATE:.....

NAME: .....

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS C.36
C2.2 BILL OF QUANTITIES C.40
C2.3 SUMMARY OF BILL OF QUANTITIES C.41
C2.4 CALCULATION OF TENDER SUM……C.75

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

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

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

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

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

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

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

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

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

6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.

7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.

8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the Employer’s Agent’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.

11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any

discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

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

The following abbreviations are used in the bill of quantities:

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

14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item

numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

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

CDS Supplier Number.....

CDS UNIQUE NUMBER.....

C2.2 BILL OF QUANTITIES(To be Provided by the Bidder)

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

C2.3 SUMMARY OF BILL OF QUANTITIES

C2.3.1Summary

C2.4 CALCULATION OF TENDER SUM

Note : Tender sum is the value of the offered total of the prices exclusive of VAT, contingencies, CPA and special materials but including contractual variations.

Item	Description	Amount
1	Contractual Obligation	
2	Contract scope	
3	Amount reserved for Eskom application fees and connection(To be approved by the client)	R 150 000.000
4	Professional fees	
5	Subtotal	
6	Add Contingency at (5%)	
7	Total	
8	Add 15% VAT	
9	Total(7+8+9)	

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS C.43
C3.2 EMPLOYER'S AGENTING C.46
C3.3 PROCUREMENT C.47
C3.4 CONSTRUCTION C.53

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

1. BACKGROUND

Sekhukhune District Municipality (SDM) is both Water Services Authority and Water Services Provider (WSP) in other areas of its operations. The Municipality has an obligation to provide a sustainable and uninterrupted water supply for the consumers within its area of jurisdiction. The Operation and Maintenance (O&M) is a division within the Department of Infrastructure and Water Services (IWS) that plays an important role in ensuring the sustainability of the water infrastructure assets for the provisioning of dignified basic water supply as mandated by the Constitution. The division is obliged to operate and maintain several Water Services Infrastructures including but not limited to the following: -

- Water Treatment Works
- Boreholes
- Booster pump stations
- Wastewater Treatment Works

SDM has appointed Makhuduthamaga Local Municipality as an Implementing agent to execute some of the O&M projects within Makhuduthamaga.

2. OBJECTIVE

Makhuduthamaga Local Municipality's objective with this bid process is to appoint a service provider for the repair and maintenance of the water reticulation system at Thabampshe/Tswaing

3. SCOPE OF WORKS

The scope of work entails but is not limited to the implementation of the following:

a) Construction of +/- 7km rising main from the treatment plant to the existing reservoir at Thabampshe village.
b) Installation of 2 x booster pumps (standby and active supply to Thabampshe reservoir).
c) Installation 4 x 10kl storage tanks
d) Refurbishment of chlorine and flocculation system
e) Upgrading of raw and clear water pumps
f) Installation of raw water strainer
g) Refurbishment of +/- 100m perimeter palisade steel fencing.
h) Refurbishment of +/- 9m² guardhouse

NB: The following parameters should be maintained in the proposal.

- Appropriate form and function
- The design for the Treatment package plant should be based on the current borehole parameters.
- Suitable location
- Cost-effectiveness

C3.1.6 General Information

C3.1.6.1 Drawings

The reduced drawings contained in Annexure C5.2 that form part of the Tender document shall be used for Tender purposes only. Further drawings are to be provided on an on-going basis by the Employer's Agent.

Any information in the possession of the contractor, which the resident Employer's Agent requires to complete the as-built drawings, shall be supplied to the resident Employer's Agent before a certificate of completion will be issued.

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

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the

requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the Employer's Agent for approval.

C3.1.6.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

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

C3.1.7 Labour Regulations

C3.1.7.1 **Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2 **Applicable labour laws**

Sectorial determination 2: Civil Engineering sector

C3.2 EMPLOYER’S AGENTING

C3.2.1 Design

(a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

(b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.

(c) The **Contractor** shall supply all details necessary to assist the Employer’s Agent in the compilation of the as-built drawings.

C3.2.2 Employer’s Design

(a) Detail description of Works

(b) General Works

(c) Sign Gantries.

C3.2.3 Contractor’s Design

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

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and Employer’s Agent shall maintain master lists to record and track all transactions.

C3.3 PROCUREMENT

C3.3.1 DEFINITIONS

“The community” means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

"Conventional contract" means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

"Conventional subcontract" shall be similarly and appropriately construed.

“Contract Participation Goal” (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and subcontractors.

“Contractor" means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

a) have a contractor grading designation equal to our higher than a contractor grading designation specified for the Contract, or

b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

“Subcontractor" shall be similarly and appropriately construed.

“Emerging contractor” means an ABE that cannot reasonably be categorized as a conventional contractor defined above.

“Affirmable Business Enterprise (ABE)” means a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual: and

b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in

the permanent employ of the Contractor or his subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

"Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

"Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

"Level of subcontractor" means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

"**Project Committee**" is the committee comprising out of the Employer's representative, The Engineer or his representative, the Contractor or his representative and the CLO.

"**CLO**" is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

C3.3.2 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximize the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged.

It is also an objective to utilize SMME's / ABE's in the vicinity of the project, the development of these resources in the execution of the project, and by maximizing the amount of project funds retained within the project locality.

C3.3.3 TEMPORARY WORKFORCE

a) Record of workforce and subcontractors

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging contractors, SMME or ABE subcontractors, where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed elsewhere in this document.

b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers and subcontractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognizance of the provisions of the contract relating to training).

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- All available vacancies have been or can be filled by temporary workers who already possess suitable skills; or

- The completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;
- The Contractor shall make a final selection from the list provided by the CLO using the following criteria:
- Preference shall be given to the long term unemployed and single heads of households
- In so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) **Terms and Conditions pertaining to the Employment of the Temporary Workforce and subcontractors**

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and subcontractors are observed.

d) **Labour Relations and Worker Grievance Procedures**

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C3.3.4 TRAINING OF THE TEMPORARY WORKFORCE

No training will be provided under this contract.

C3.3.5 ACCREDITED TRAINING AND ATTENDANCE

Training will be provided for some local labourers.

C3.3.6 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of the Conditions of Contract or the penalties specified for not attaining the prescribed CPG's will be applied and doubled.

C3.3.7 MEASUREMENT AND PAYMENT

ITEM	UNIT
C3.3.6 **Penalties**	
b) Targeted Labour	..... percentage point

The penalty for item (b) for not attaining at least the tendered number of person-days (refer to Part T2: Returnable Documents) will be calculated as follows:

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

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

Where

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

The Minimum set-aside on this contract for Targeted Labour is 7.5%

C3.4 CONSTRUCTION

Site Establishment

The Contractor shall negotiate with property owners and make his own arrangements to obtain sites for the erection of offices, laboratories, yards, etc. Written approval must be obtained from the owners on whose property the camp is to be situated. The choice of all sites for the establishment of camps is subject to the approval of the Engineer. Campsites within the road reserve will not be permitted. The site for the Engineer's offices and laboratories shall not be used for the accommodation or housing of the Contractor's personnel and employees.

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required

Survey Control and Setting Out of the Works

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance,

including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments, and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

Inspection of Adjoining Properties

The Contractor shall take cognizance of the following:

Before any construction work commences in any section of the Works, the Contractor shall inspect all properties adjoining that section, preferably in the company of the relevant property owner or representative of the owner, and record the following:

- A photographic record of each property;
- All existing visible cracks in the adjoining buildings;
- Alternative accesses to the property;
- Location of services entering the property.

Construction in Confined Areas

It will be necessary for the Contractor to work within confined or restricted areas. No additional or extra over payment will be made as described for in “restricted areas” in the Standard Specifications. The Contractor shall note that measurement and payment will be in accordance with the specifications, excluding payment for work in restricted areas, irrespective of the method used, and that the rates and amounts tendered shall be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined or restricted areas and narrow widths at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

Existing Services

The scope of works for this contract shall be affected by existing services. Where necessary the Contractor must familiarize himself with the position and extent of existing services and to carry out the works in such a manner as not to cause damage to existing services. All manhole covers in the road must be clearly referenced and absolutely no surfacing shall be allowed on any manhole cover.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the Contractor's negligence or unauthorized action shall be for the Contractor's account.

Where applicable, the employer's standard specification for repairing and installation of water and sanitation services shall be used.

Plant and Materials

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused and fresh, not older than three months or as approved by the engineer.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification and that the quarry or borrow pits are in compliance with the latest environmental and mining legislation.

a) PROGRAM OF WORK

i) Construction Program

A detailed program in terms of the GCC 3rd Edition (2015) Clause 5.6, complete with a cash flow budget for the execution of the works must be made available to the Employer's Agent for approval within 14 days after the commencement date. Aspects that will require co-ordination with the Employer must be indicated clearly and provision must be made for it in the program.

It will be an explicit requirement of the contract that this program is updated monthly and submitted to the Employer's Agent at least two days prior to the site progress meeting.

When the work must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be coordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors or to employees of the Employer.

The contractor shall allow for the presence on site of other contractors engaged with other contracts on the same site. He shall assure them of access to their places of work and make allowance for short delays while they perform certain work.

No work of a permanent nature may be executed before the program has been approved by the Employer's Agent.

The Employer's Agent retains the right to alter, as circumstances may require, the sequence in which installation is to be executed. Such alterations will only be made after consultation with all parties concerned.

Subject to any requirements in the Specification as to completion of any portion of the Works, it shall be completed within the times mentioned at the end of the Bill of Quantities, subject to any extension of time that may be granted in accordance with the Contract.

ii) Extension of Time due to Inclement Weather

The Contractor shall be responsible for keeping accurate records of weather conditions in the Daily Site Diary to use as substantiation of any claim for extension of time in accordance with GCC 3rd Edition (2015), Clause 5.12. The Contractor will inform the Employer's Agent when he is unable to proceed with the Works in accordance with the approved Contract Program. Subject to the approval of the Employer's Agent, the rainfall and other relevant notes will be noted in the Daily Site Diary for the applicable day/s. After the event the Contractor shall provide a revised Contract Program motivating if the delay affects his schedule to the extent that he will need to motivate for an extension of time in accordance with the relevant GCC 3rd Edition (2015), Clause 5.12. The Employer's Agent, together with the Employer, will be responsible for granting the extension of time.

Extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formulae given below, separately for each calendar month or part thereof. It shall be calculated for the full period for completion of the Contract plus any granted extension thereof:

V = (Nw - Nn) Rw/Rn ..... if (Nw - Nn) > 0

The symbols shall have the following meanings respectively:

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 10mm or more is record.

Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of 10 mm or more has been recorded for the calendar month.

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

Rn = Average rainfall in mm for the calendar month under consideration as determined from existing rainfall records.

When calculating extension of time for a part of a month pro rata values of Rn and Nn shall be used.

The factor Rw/Rn shall be deemed to be a fair allowance for days on which wet conditions disrupted or prevented work, but on which a rainfall of 10 mm or more was not recorded. If the value of Rw/Rn exceeds 2,5 it shall be taken as 2,5.

If Nw for any month is smaller than Nn, the formula used shall be

V1 = (Nn-Nw)

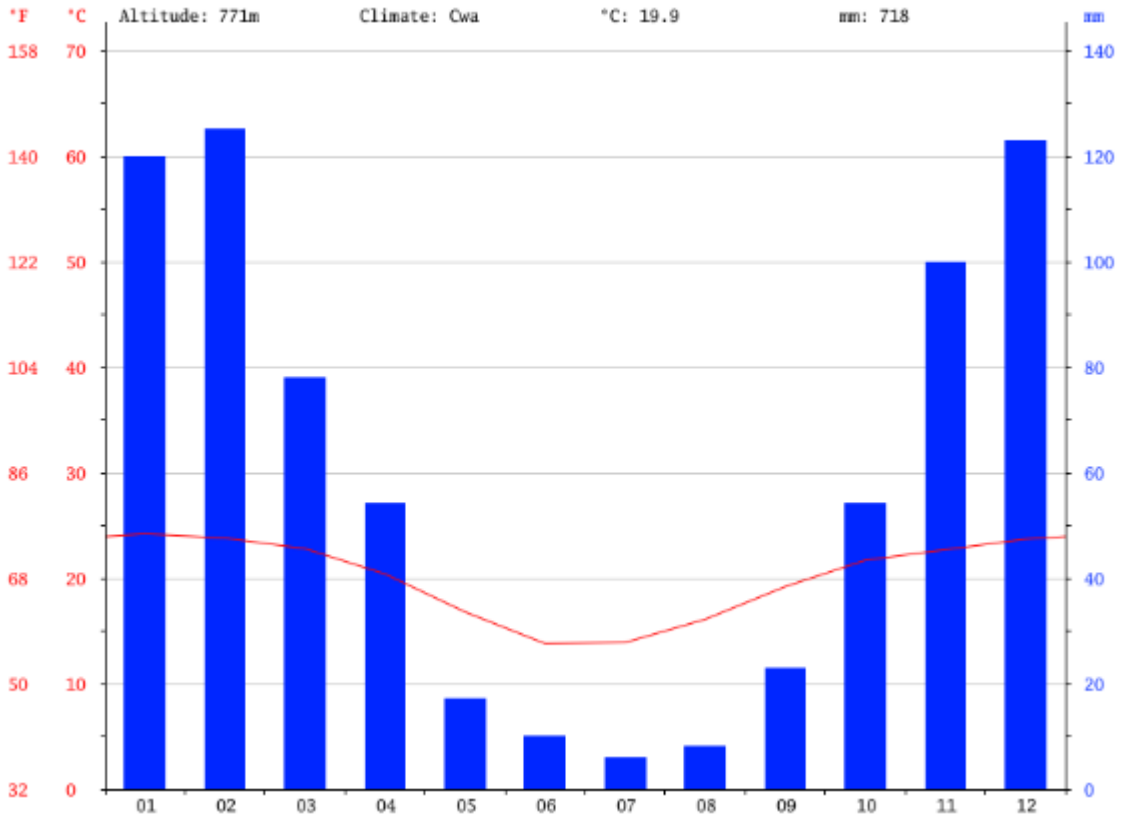
The total extension of time for completion shall be the sum of the values of V, minus the sum of the values of V1.

Total extension of time = Σ V - Σ V1

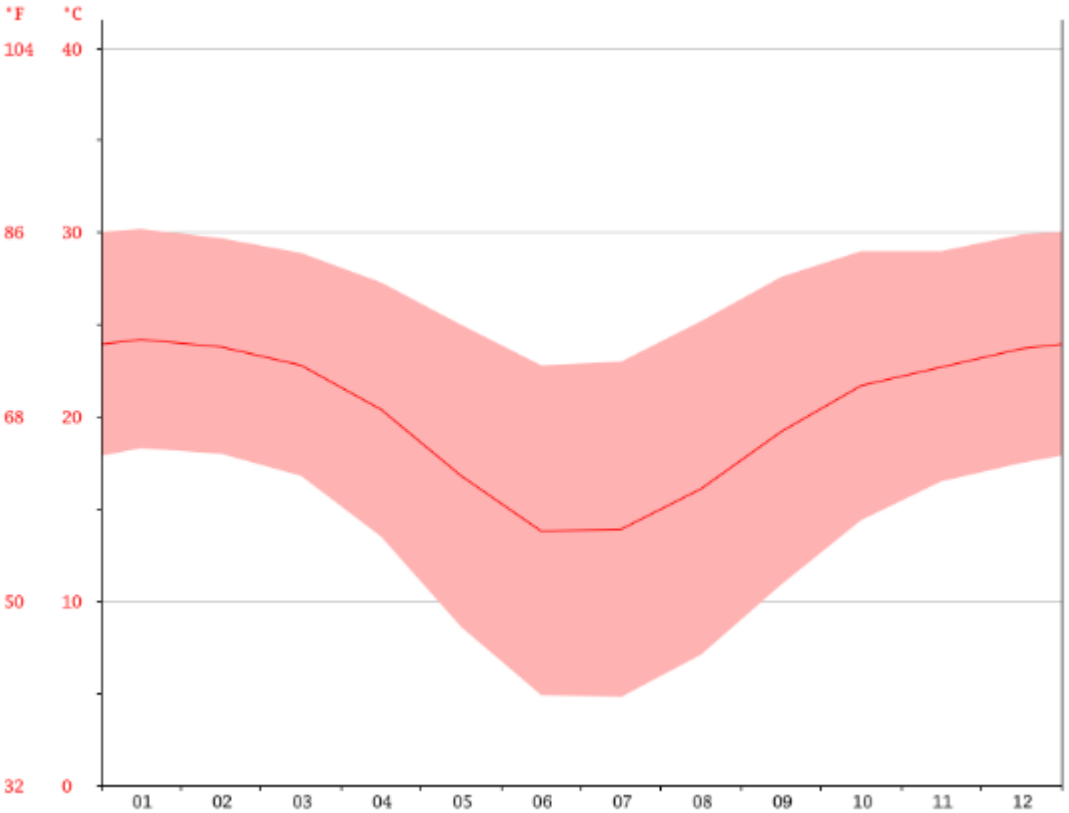
The following information regarding existing rainfall records obtained from a rainfall station near the Sites, is given:

Rainfall records for Jane Furse:

Average Rainfall:



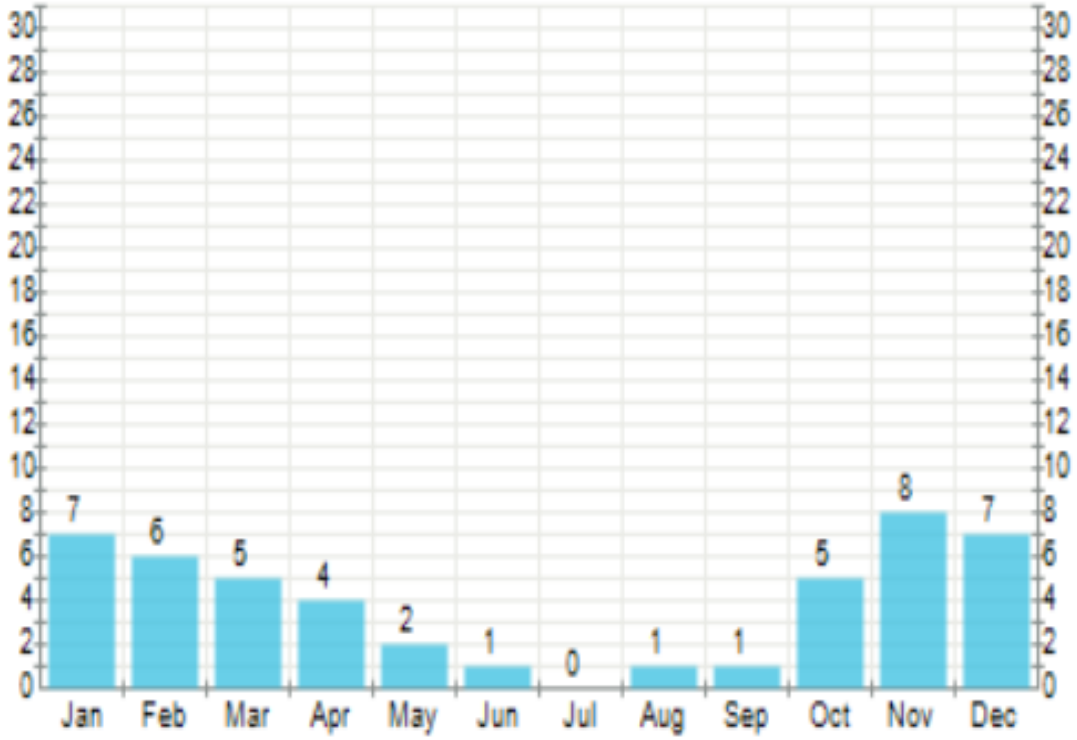
Average temperatures:



Weather by Month:

	January	February	March	April	May	June	July	August	September	October	November	December
Avg. Temperature (°C)	24.2	23.8	22.8	20.4	16.8	13.8	13.9	16.1	19.2	21.7	22.7	23.7
Min. Temperature (°C)	18.3	18	16.8	13.5	8.6	4.9	4.8	7.1	10.9	14.4	16.5	17.5
Max. Temperature (°C)	30.2	29.7	28.9	27.3	25	22.8	23	25.2	27.6	29	29	29.9
Avg. Temperature (°F)	75.6	74.8	73.0	68.7	62.2	56.8	57.0	61.0	66.6	71.1	72.9	74.7
Min. Temperature (°F)	64.9	64.4	62.2	56.3	47.5	40.8	40.6	44.8	51.6	57.9	61.7	63.5
Max. Temperature (°F)	86.4	85.5	84.0	81.1	77.0	73.0	73.4	77.4	81.7	84.2	84.2	85.8
Precipitation / Rainfall (mm)	120	125	78	54	17	10	6	8	23	54	100	123

Average number of rain days:



b) ERECTION, INSTALLATION, ADJUSTMENT AND OPERATION

The Contractor shall be responsible for ensuring that any work by his own staff or any sub-contractor working for him is carried out to his satisfaction and that the equipment meets all the requirements of the Specification as well as of all laws and all statutory regulations applicable to the Works.

All connectors such as anchor bolts (cast in situ or grouted), expansion bolts, base plates, etc, shall be designed by the Contractor to suit the equipment supplied by him and to ensure compliance with these Specifications.

All mechanical/electrical equipment supplied and delivered under this Contract shall be placed and firmly fixed in position by the Contractor on holding bolts supplied by him to ensure that it will operate efficiently to the satisfaction of the Employer's Agent. Affixing shall mean the supply and installation of all nuts, bolts, plates, grout etc and shall include for all labour and other activities such as sawing, cutting, filing, grinding, drilling, welding, repair of corrosion protection, grouting, etc. required for the fixing of the equipment. If the Contractor does not have the qualified personnel at his disposal he shall appoint the necessary specialists at his own cost.

The Contractor shall be responsible for providing and installing all bolts, nuts and washers. All bolts, nuts and washers shall be as specified in Clause PS29.

All dimensions of all equipment shall be checked by the Contractor after manufacture and on delivery.

Before handing over the plant, the Contractor is to ensure that every component is operating satisfactorily. The Contract will not be deemed to have been completed until the Employer's Agent is fully satisfied in this regard.

It is an express condition of this Contract that the guarantee period on all equipment given by the suppliers to the Contractor shall only commence once the works is in operation. This stage will be reached once the Certificate of Completion has been issued.

c) QUALITY OF MATERIALS AND EQUIPMENT

All material, plant and equipment shall be of the best quality available and shall, where applicable, comply with the relevant standard specifications of the SANS. In cases where no specification of the SANS exists, the relevant British, German or American specifications will be applicable as determined by the Employer's Agent. The latest amendments of these specifications shall apply.

The Contractor shall submit for the approval of the Employer's Agent and before any orders are placed, the names of the firms from which he proposed to obtain his supplies of materials and manufactured articles.

He shall also supply samples as and when required by the Employer's Agent.

The Employer's Agent may also, in exercising the powers vested in him, order the Contractor to remove all or any of the material and equipment which, in his opinion, is of an inferior quality and to replace them with proper materials or equipment at his own expense.

d) EMPLOYER'S AGENT TO APPROVE SPECIFIC EQUIPMENTS

It is a condition of this Contract that the Contractor shall submit details of all equipment (i.e. motors, gearboxes, electrical equipment, etc) to the Employer's Agent for his written approval before placing final orders for such equipment. This is to ensure that the equipment ordered is in accordance with that offered according to the Technical Data Sheets.

The shop details for all fabricated steel items shall be submitted to the Employer's Agent for checking prior to commencing fabrication. The Employer's Agent shall require the Contractor to change any design details that on checking are found not to comply with the Specifications given herein, and no extra payment will be made for such changes. The Employer's Agent's approval will not relieve the Contractor of his full responsibilities for the due performance of the equipment installed.

The design of all methods of joining and fixing to concrete structures shall be submitted to the Employer's Agent for approval. Such approval will not relieve the Contractor of his full responsibility for the proper performance of the Works.

Mechanical joints subject to vibration or movement during the working life of the equipment, or those in inaccessible places, shall have the nuts locked or pinned, or the bolts peened over.

The Contractor shall also supply samples as and when required by the Employer's Agent.

The Employer's Agent may also, in exercising the powers vested in him, order the Contractor to remove all or any of the material and equipment which, in his opinion, is of an inferior quality and to replace them with proper materials or equipment at his own expense.

i) Tests on Site

All Site tests shall normally be carried out in the presence of, but always to the satisfaction of the Employer's Agent and at such times as he may reasonably require. The Contractor shall provide all the relevant test equipment and bear the costs of all testing to be done. All equipment must be tested to ascertain whether it performs its intended duties in a manner as specified.

The contractor shall submit to the Employer's Agent, for approval, a schedule of tests to be performed during cold and hot commissioning. The schedule is to be submitted at least 14 days before the planned date for cold and hot commissioning.

On completion of erection and installation the Contractor must carry out the following tests, where applicable, in addition to any other tests which may be specified elsewhere:

Before commissioning:

a) Insulation tests as required by the Council's By-Laws.

b) Earth continuity tests.

c) Tests for correct direction of rotation of motors and reverse if necessary.

d) Test for correct operation of control gear setting of overload protection equipment, etc.

e) Test for correct alignment of shaft bearings.

After commissioning:

Checking overall functions of the unit under specified conditions.

On completion of installation and putting into proper operation all the pumps and equipment, the Contractor will be required to make suitable arrangements for the testing of all equipment supplied under this Contract, in presence of the Employer's Agent or his representative.

The entire cost of testing, including supply of test equipment, must be borne by the Contractor and an adequate allowance for such tests must be made in the tendered price.

ii) Accepted Laboratories

Unless otherwise stated in a specification that forms part of this Contract, only the testing laboratories of the South African Bureau of Standards, the Council of Scientific and Industrial Research, the relevant Government Departments and Local Authorities will be accepted as approved laboratories in which tests or design work required in terms of a specification may be carried out.

iii) Methods of Testing

Unless otherwise prescribed in a specification that forms part of this Contract, all testing shall be carried out and interpreted in strict accordance with the methods specified in relevant SANS, IE or BS Specification(s).

e) SERVICING

Only the defects related works will be monitored during the defects period.

f) DEFECTS LIABILITY PERIOD

Without limiting in any way, the obligations or responsibilities of the Contractor for maintenance, the Contractor shall make regular quarterly visits to the site during the defects liability period. During these visits, he shall make all adjustments to everything necessary to ensure the proper running of the works executed by the contractor. After each supervising visit to the Site, the Contractor shall submit to the Employer's Agent a report on:

a. The condition of the equipment and the servicing work carried out, and

b. Any adjustments which may have been made.

g) PAYMENT CERTIFICATES

Where retention money is applicable to a Contract, the retention money shall be deducted on the invoice from the total amount for work done and then the Value Added Tax (VAT) will be added to calculate the total amount payable on the invoice.

If penalties are payable, these will be deducted prior to the addition of VAT but after the calculation of retention money.

Tax invoices shall be submitted for each interim payment claim. The Contractor shall submit a provisional invoice with his payment claim as soon as possible after the date of measurement.

Once agreement has been reached with the Employer's Agent on the value of the certificate, the Contractor shall submit an original invoice on which payment will be made. The format will be discussed in the month preceding the first claim and to be resolved before the first payment is made.

i) Terms of Payment

The terms of payment shall be as follows:

1) **Supply and Delivery to Site, including storage (where applicable), quality assurance, painting and all necessary insurance**

   (a) 80 % of the contract price for materials upon delivery.

   (b) 20 % of the contract price for materials upon issuing.

Penalty for Late Completion:

Should the work as described under this Contract not be completely installed and commissioned in the time tendered, a penalty will be payable by the Contractor to the Employer in accordance with the Conditions of Contract. The Employer reserves the right to deduct penalties from outstanding payments.

ii) Certificate of Completion

The certificate of completion will be issued after the successful commissioning of all equipment as described in PS 15. The twelve months defects liability period will start on the date stated in the Certificate of Completion.

Guarantees will be reduced or returned to the Contractor after issuing of the Certificate of Completion and retention monies will be paid out after the defects liability period has elapsed. The Certificate of Completion will not be issued until the documents required in terms of this Contract have been lodged with and accepted as satisfactory by the Employer's Agent.

The issuing of the Certificate of Completion could be delayed if the equipment supplied under this contract cannot be commissioned. If the issuing of the Certificate of Completion is delayed for reasons beyond the Contractor's control, the Contractor will be compensated for his expenses because of the time delay between the completion of the works and the commissioning of the equipment. The rate tendered for the payment item for the postponement of the issuing of the Certificate of Completion must include for all the Contractor's expenses.

Measurement and Payment

Compulsory postponement of the issuing of the Certificate of Completion …… Rate/day

iii) Foreign Exchange Risks

The provision of forward cover against foreign exchange fluctuations on the imported content of all equipment required under the contract might be required. In his Tender, the Tenderer must state the value of the imported content of each item and the applicable currencies and the exchange rates on which his tender was based.

The successful Tenderer might be required to take out forward cover on all foreign exchange transactions required in his tender for this contract, the rate applied shall be that ruling at the date of commencement of the Contract that is stated in the Letter of Acceptance.

Amounts tendered will be adjusted for foreign exchange variations up to the date of commencement of the Contract; any fluctuations after this date will be for the Contractor's account.

h) FEATURES REQUIRING SPECIAL ATTENTION

i) Security

The Contractor shall provide his own security to safeguard his site, plant and materials at all times.

ii) Operation of Valves

During the temporary decommissioning of pipelines and structures, the Works Manager shall undertake the closing and opening of valves on behalf of the client. The Contractor shall notify the Works Manager well in advance when this is required.

iii) Work Outside Normal Working Hours

This must be read with Clause 5.8 of the General Conditions of Contract 2015, 3rd Edition (GCC 2015). The Contractor shall pay to the Employer an amount in relation to the annual salary hourly rate per per hour per person needed for supervision by the Employer's Agent when construction work is carried out outside normal working hours, except in the case as set out in Clause 5.10 of the General Conditions of Contract 2015, 3rd Edition.

iv) Permits

The contractor shall be required to arrange all permits required with unprejudiced support of the Employer's Agent.

v) Key Personnel

The Contractor is deemed to have in making his offer, all personnel available to perform the works entirely in the contracted time and cost. In addition he shall comply with the prevailing Act 85 of 1993, Occupational Health and Safety Act.

The Employer's Agent and his duly appointed representative will be the key contacts on site.

vi) Additional Meetings

The costs of all additional meetings or inspections over and above the normal, that take place because of the Contractor not keeping to his program or because of the quality of his work will be for the account of the Contractor and will be deducted from the following payment certificate. An amount in relation to the annual salary daily rate per meeting will be paid by the Contractor to compensate for the travelling cost, time, etc. of both the Employer's Agent and the Employer including persons needed by the Employer's Agent and Employer for the meeting.

I) QUALITY MANAGEMENT

i) Applicable Quality Assurance Standards

The Tenderer shall provide a coordinated and formally documented statement of his quality management system, including quality management objectives, policies, organisation and procedures, for the compulsory implementation of SANS 0157, Code of Practice for Quality Management Systems, Part III. The same applies to Part II of the said Code of Practice, which must be implemented on certain selected items only. However, although Part II will not be implemented in all instances it will not exempt the Contractor of compliance with the quality

requirements laid down in the tender documents. Monitoring and control by the Employer's Agent may be done at any time on any material.

The Contractor shall submit with his tender an assessment report on his quality management and quality control system issued by an independent Quality Assurance Authority approved by the Employer's Agent. The inspection on which this assessment report is based shall have taken place not more than twelve months prior to the closing date for this tender.

Responsibility for and all associated costs of compliance with this sub clause shall rest with the Contractor.

ii) Quality Assurance Enhancement

Should the Contractor or any of the proposed sub-contractors not comply with Sub-Clause PS 22.1 at the time of tender a Contract may be awarded subject to a written undertaking to enhance his own and/or sub-contractor's quality assurance system to the satisfaction of the Employer's Agent before commencement of the Contract.

iii) Quality Assurance Staff

The Contractor shall satisfy the Employer's Agent that a quality specialist together with sufficient and suitably qualified staff will be assigned to control the quality of material used by the Contractor and to monitor the quality of the material used by each sub-contractor engaged in the supply of critical and major components and sub-assemblies.

The curriculum vitae of the quality specialist shall be submitted to the Employer's Agent at the time of tender. The Employer's Agent shall approve the proposed quality staff in writing and changes of staff shall require the written agreement of the Employer's Agent.

If the Employer's Agent considers that the proposed quality specialist and/or quality staff is inadequate or becomes inadequate during the course of the Contract due to staff changes or for any other reason, the Contractor shall employ for the period of the Contract and at his cost an independent quality specialist and/or sufficient and suitably qualified quality staff approved by the Employer's Agent.

iv) Employer's Agents Quality Assurance Representative

The Employer's Agent may elect to appoint an independent quality assurance representative to act in a surveillance capacity on his behalf for part of or the entire Contract.

v) Classification of Material

Part II of the above-mentioned Code of Practice i.e. a quality system for manufacture and installation, will apply only to certain critical material, products and services indicated in the tender documents, of which the Employer's Agent considers the manufacturing and the installation stages of such critical importance that quality assurance by the Contractor shall be of an even higher level than that prescribed in Part III.

vi) Sub-Letting

All enquiries made and contracts placed by the Contractor for critical components shall require that sub-contractors comply with the requirements of the preceding Sub-Clauses. Responsibility for and all associated costs of compliance shall rest with the Contractor. In instances where SANS 0157 is not applicable, Tenderers must indicate what equivalent alternative Code of Practice is being implemented.

vii) Disqualification

Tenderers who do not include the formally documented statements called for in Sub-Clause 22.1 and who do not respond in terms of Sub-Clause 22.2 above will be disqualified.

j) STANDARD SPECIFICATIONS

Reference made hereinafter to specifications of the South African National Standards (SANS) or the British Standards Institution (BS) shall be deemed to include all revisions of and/or additions to such specifications ruling at the closing date of tenders.

k) PROTECTION AGAINST CORROSION

Where corrosion of metal may be expected, the Contractor shall supply materials which are resistant to corrosion. Any material showing signs of corrosion, tuberculation or pitting before expiry of the Defects Liability Period must be replaced by the Contractor. The tendered prices will be held to include the cost of all painting or other surface treatment which is not separately specified or scheduled but which is nevertheless necessary for the protection of surfaces against corrosion. All corrosion protection shall conform to the Corrosion Protection Specification for Civil, Mechanical and Electrical Employer's Agenting Construction, New Revised 2006 Edition, which will be issued during construction stage. The manual is available with the project Employer's Agents during the tender stage at free of charge should a tenderer wishes to obtain a copy.

l) STRUCTURAL STEELWORK

The design of structural steelwork and the materials and workmanship used in the construction of same shall comply with the requirements of SANS 0162 and 1431. Grade 300 W steel shall be used.

In the case of welded connections, in addition to welds required for structural strength, a sealing weld shall be carried right around the connection so as to facilitate protection against corrosion.

m) MILD STEEL PIPES, FITTINGS AND SPECIALS

All pipe works up to and including 150mm diameter shall comply with the requirements of SANS 62, medium wall standard welded pipes.

All mild steel pipes and fittings with diameter greater than 150 mm shall comply with the requirements of SANS 719 grade A. Specials shall be manufactured from straight pipes in accordance with the relevant requirements of BS534. All welding in pipes and specials shall be electric fusion welding.

Before leaving the factory, all mild steel pipes and fittings shall be protected against corrosion in accordance with the Standardised Corrosion Protection Specification in Volume 2 G02.

Plain ends of pipes and fittings shall be covered and protected against damage while being transported from the factory to the Site.

Wall thickness of pipes and fittings shall be 6 mm, unless specified otherwise in the Detailed Specifications or on the drawings.

n) FLANGES

The dimensions and drilling of standard flanges shall comply with the requirements of SANS 1123 for a working pressure of 1 MPa. Flanges shall be machined flat, i.e. without a raised joint face. Puddle flanges shall have the same dimensions as standard flanges but shall be undrilled.

Faces of flanges which will be in contact with jointing gaskets shall receive a protective coating of such thickness and consistency as will not impair the air/gas/water tightness of the joint.

o) JOINTING MATERIAL FOR FLANGED JOINTS

Bolts for flanges shall comply with the requirements of BS 4504 for the working pressures specified and shall furthermore, together with the nuts and washers used in conjunction therewith, be of the material as specified in Clause PS 29. The jointing gaskets shall comply with the requirements of BS 3063 and shall be cut to the full width of the flange and holed for bolts.

p) BOLTS, NUTS AND WASHERS

All bolts and nuts shall comply with the requirements of SANS 1700 and shall be 4.6 strength grade. Washers shall be provided at each nut and shall be of the same material (or coating where applicable) to match the bolt and nut. Single coil square section spring washers shall be fitted to all nuts subject to vibration.

Bolts other than jacking bolts shall project not less than 3 mm and not more than 10 mm from the heads of the nuts after tightening. An approved nickel based anti-seize compound shall be used on all stainless steel bolts and nuts.

Unless otherwise shown all bolts, nuts and washers shall of the material as specified below:

Holding down bolts to be built into concrete work as well as bolts to be installed above ground level directly above and under water shall all be of stainless steel grade 304. Bolts for flexible couplings and flanges for underground installation shall be of the same material as the couplings or flanges. Bolts to be installed inside buildings shall be of the same material as the pipe work and fittings. Corrosion Protection shall be as specified in the Standardised Corrosion Protection Specification for Civil, Mechanical and Electrical Employer's Agenting Construction in Volume 2 G02.

Suitable plastic sleeves and/or washers shall be used for protection against corrosion by metallic action.

q) METAL WALKWAYS

All metal walkways shall be made of square pattern type of approved open grid flooring manufactured with 40 x 5 mm minimum thickness bearer bars spaced at not more than 40 mm centres.

Individual panels shall be fully banded.

Open grid flooring shall be made of 3CR12 steel. Pickling and passivation shall be carried out in accordance with the Standardised Corrosion Protection Specification.

r) HAND RAILING

Stanchions for hand railing shall be of approved prefabricated ball type made in one piece without welding at ball joints to accept the hand and knee rails and shall have 150 x 75 x 10 mm base plates drilled for M 16 bolts at 100 mm centres.

Hand and knee rails shall consist of 25 mm nominal inside diameter tubing cut and bent to shape. Stanchions shall be spaced not more than 1.5 metres apart. Unless otherwise shown, all hand railing shall be 1000 mm above walkway level.

All tubing, stanchions and base plates shall either be manufactured in 3CR12 stainless steel as scheduled for in the detailed specification or in the Bill of Quantities. Galvanising of handrails shall comply to the Standardised Corrosion Protection Specification. Stainless steel handrails shall have a No.1 surface finish and pickling and passivation shall be carried out in accordance with the Standardised Corrosion Protection Specification.

C3.4.1 STANDARD SPECIFICATIONS

The following Particular Generic Specifications form part of this Contract and shall be used in conjunction with the Detailed Specifications.

i) *SANS 1200 Standardised Specifications for Civil Employer's Agenting Construction as approved by the Council of the South African Bureau of Standards.*
ii) *SANS 10400 The application of the National Building Regulations as approved by the Council of the South African Bureau of Standards.*
iii) *The NHBRC home building manual Parts 1, 2 and 3.*
iv) *The conditions of contract and bill of quantities will be according to JBCC series 2000, 5th edition of July 2007.*

- *Standard unit of measurement*
- *Model preambles of trade*

v) *Association of South African Quantity Surveyors (ASAQS) Preliminaries are hereby attached as a supplementary document*

Should any requirements of the Standardised Particular Specifications conflict with any requirements of the Detailed Specifications, the requirements of the Detailed Specifications shall prevail.

APPLICABLE SANS 1200 STANDARDS FOR CIVIL WORK

The Standard Specification for any associated civil works applicable to this Contract are not issued with this volume but are available at the Contractor's expense from Standards South Africa:

Office Address:
1 Dr Lategan Road
Groen Kloof
PRETORIA

Postal Address:
Private Bag X191
PRETORIA
0001

Telephone:
National: (012) 428-6883
International: + 27 12 428 6883

Telefax:
National: (012) 428-6928
International: + 27 12 428 6928

Email: sales@sabs.co.za

C3.4.2PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

"The General Conditions applicable to this Contract shall be the General Conditions of Contract for Construction Works, Third Edition, 2015 issued by the South African Institution of Civil Engineering.

All references to the COLTO General Conditions of Contract, 1998 in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 shall be deleted and replaced where applicable by references to the Conditions of Contract stated in this clause as detailed in table below. The context of the reference to the GCC is also noted.

The Contractor shall note that whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the Conditions of Contract specified in this clause and amended in the Contract Document shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

COLTO Standard Specifications		**Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications**		**Equivalent reference to General Conditions of Contract for Construction, 3rd edition, 2015, applicable to this Contract**	
Clause No	**Page No**	**Clause No**	**Description or Reference**	**Clause No**	**Description or Reference amended to**
1115	1100-2		Definition of GCC		Definition GCC 2010
1202	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to GCC		Applicable to GCC 2010
1206	1200-3	14	Setting out of works		Clause amended in 1206 of Specifications
1209(a)	1200-4		General references to GCC		Applicable to GCC 2010
1209(e)	1200-5	52	Valuation of material brought onto site	6.10	Valuation of material brought onto site
1210	1200-5	54	Certificate of practical completion	5.14	Certificate of Practical Completion
1212(1)	1200-7	49	CPA on alternative designs	6.8	CPA on alternative designs
1215	1200-9	45	Extension of time for completion due to abnormal rainfall	5.12	Extension of time for completion due to abnormal rainfall
1217	1200-10	35	Care of the works	8.2	Care of the works

COLTO Standard Specifications		Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications		Equivalent reference to General Conditions of Contract for Construction, 3rd edition, 2015, applicable to this Contract	
Clause No	**Page No**	**Clause No**	**Description or Reference**	**Clause No**	**Description or Reference amended to**
1303(ii)	1300-1		General reference to GCC		Applicable to GCC 2010
1303(iii)	1300-1	49	Price adjustment Item 13.01 (a)	6.8	Price adjustment Item 13.01 (a)
1303 (iii)	1300-2	49	Price adjustment Item 13.01 (b)	6.8	Price adjustment Item 13.01 (b)
1303 (iii)	1300-1	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303 (iii)	1300-2	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303	1300-2	12	Payment Item 13.01 (c)	5.3	Payment Item 13.01 (c)
1303	1300-2	45	Payment Item 13.01 (c)	5.12	Payment Item 13.01 (c)
1403(c) (ii)	1400-4	40 (1)	Variation for rented accommodation	6.4.1	Variation for rented accommodation
1505	1500-3	40	Variation for temporary drainage	6.4	Variation for temporary drainage
Item 15.08	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.09	1500/8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.11	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Note (2)	3100-4	40	Payment for prospecting for materials	6.4	Payment for prospecting for materials
3204(b) (iii)	3200-2	40	Payment for oversize material	6.4	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC Sums	6.6.2	General reference to GCC, PC Sums
Item 45.06	4500-3		General reference to GCC, PC Sums	6.6.2	General reference to GCC, PC Sums
5803 (c)	5800-3	40	Variation, for landscaping	6.3	Variation, for landscaping
5805 (d)	5800-4	40	Variation, for grassing	6.3	Variation, for grassing

COLTO Standard Specifications		Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications		Equivalent reference to General Conditions of Contract for Construction, 3rd edition, 2015, applicable to this Contract	
Clause No	**Page No**	**Clause No**	**Description or Reference**	**Clause No**	**Description or Reference amended to**
Item 58.10	5800-10	48	Payment for Extra Work	6.6	Payment for Extra Work
8103 (c)	8100-1	40	Variation, for testing material	6.3	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, Provisional Sums	6.6	General reference to GCC, Provisional Sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15.1	Clearance of site on completion, with reference to core drilling

C3.4.2.2 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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

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

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

EPWP Special Project Specification

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

Employer’s objectives

The employer’s objectives are to deliver public infrastructure using labour intensive methods.

Labour-intensive works

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed

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

Requirements for the sourcing and engagement of labour.

- Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The rate of pay set for the SPWP is R 375.48 per task or per day. (Insert value determined by public body in terms of clause 2.2 of these Guidelines)
- 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.
- The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
    a) where the head of the household has less than a primary school education;
    b) that have less than one full time person earning an income;
    c) where subsistence agriculture is the source of income.
    d) those who are not in receipt of any social security pension income
- The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
    a) 55 % women;
    b) 40% youth who are between the ages of 18 and 35; and
    c) 2% on persons with disabilities.

Specific provisions pertaining to SANS 1914-5

- Definitions

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

- Contract participation goals

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

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

- Terms and conditions for the engagement of targeted labour

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

- Variations to SANS 1914-5

- 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.

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

Training of targeted labour

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

- The cost of the formal training of targeted labour, will be funded 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.

- 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

- 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.

- The contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.

- An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.
- Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5,

Construction and management requirement for works contracts- Part 5: Earth works activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

a) trenches having a depth of less than 1.5 metres

b) stormwater drainage

c) low-volume roads and sidewalks

PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

HAND EXCAVATEABLE MATERIAL

Hand excavatable material is material:

a) Granular materials:

   i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

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

b) Cohesive materials:

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

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

Note:

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

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	**DESCRIPTION**	**CONSISTENCY**	**DESCRIPTION**
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

TRENCH EXCAVATION

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

a) to 90% Proctor density;

b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

EXCAVATION

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

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

CLEARING AND GRUBBING

Grass and small bushes shall be cleared by hand.

SHAPING

All shaping shall be undertaken by hand.

LOADING

All loading shall be done by hand, regardless of the method of haulage.

HAUL

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PART C3.5: SPECIFICATIONS

C3.5.1 STANDARD SPECIFICATIONS

(a) The following specifications shall apply to this contract:

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies from the South African Institution of Civil Engineers at:

SAICE		Tel: (011) 805-5947
Waterfall Park	/ Postnet Suite 81	Fax: (011) 805-5971
Howick Gardens	/ Private Bag X65	
Vorna Valley	/ Halfway house	Contact Person: Angeline Aylward
Becker Street	/ 1685	
Midrand		

(b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read “SABS or equivalent standard” and BS or equivalent standard” respectively.

(c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

C3.5.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

C3.5.3 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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

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

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

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

1 STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COLTO

No amendments have been issued.

2 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

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

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

B2 SECTION 1100: DEFINITIONS AND TERMS

B1115 GENERAL CONDITIONS OF CONTRACT

REPLACE CLAUSE 1115 WITH THE FOLLOWING:

"The General Conditions applicable to this Contract shall be the General Conditions of Contract for Construction Works, Second Edition, 2010 issued by the South African Institution of Civil Engineering.

All references to the COLTO General Conditions of Contract, 1998 in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 shall be deleted and replaced where applicable by references to the Conditions of Contract stated in this clause as detailed in table B1115. The context of the reference to the GCC is also noted.

The Contractor shall note that whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the Conditions of Contract specified in this clause and amended in the Contract Document shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

TABLE B1115

COLTO Standard Specifications		**Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications**		**Equivalent reference to General Conditions of Contract for Construction, 2nd edition, 2010, applicable to this Contract**	
Clause No	**Page No**	**Clause No**	**Description or Reference**	**Clause No**	**Description or Reference amended to**
1115	1100-2		Definition of GCC		Definition GCC 2010
1202	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to GCC		Applicable to GCC 2010
1206	1200-3	14	Setting out of works		Clause amended in 1206 of Specifications
1209(a)	1200-4		General references to GCC		Applicable to GCC 2010
1209(e)	1200-5	52	Valuation of material brought onto site	6.10	Valuation of material brought onto site
1210	1200-5	54	Certificate of practical completion	5.14	Certificate of Practical Completion
1212(1)	1200-7	49	CPA on alternative designs	6.8	CPA on alternative designs
1215	1200-9	45	Extension of time for completion due to abnormal rainfall	5.12	Extension of time for completion due to abnormal rainfall
1217	1200-10	35	Care of the works	8.2	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to GCC 2010
1303(iii)	1300-1	49	Price adjustment Item 13.01 (a)	6.8	Price adjustment Item 13.01 (a)
1303 (iii)	1300-2	49	Price adjustment Item 13.01 (b)	6.8	Price adjustment Item 13.01 (b)
1303 (iii)	1300-1	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303 (iii)	1300-2	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303	1300-2	12	Payment Item 13.01 (c)	5.3	Payment Item 13.01 (c)
1303	1300-2	45	Payment Item 13.01 (c)	5.12	Payment Item 13.01 (c)
1403(c) (ii)	1400-4	40 (1)	Variation for rented accommodation	6.4.1	Variation for rented accommodation
1505	1500-3	40	Variation for temporary drainage	6.4	Variation for temporary drainage

COLTO Standard Specifications		Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications		Equivalent reference to General Conditions of Contract for Construction, 2nd edition, 2010, applicable to this Contract	
Clause No	**Page No**	**Clause No**	**Description or Reference**	**Clause No**	**Description or Reference amended to**
Item 15.08	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.09	1500/8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.11	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Note (2)	3100-4	40	Payment for prospecting for materials	6.4	Payment for prospecting for materials
3204(b) (iii)	3200-2	40	Payment for oversize material	6.4	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC Sums	6.6.2	General reference to GCC, PC Sums
Item 45.06	4500-3		General reference to GCC, PC Sums	6.6.2	General reference to GCC, PC Sums
5803 (c)	5800-3	40	Variation, for landscaping	6.3	Variation, for landscaping
5805 (d)	5800-4	40	Variation, for grassing	6.3	Variation, for grassing
Item 58.10	5800-10	48	Payment for Extra Work	6.6	Payment for Extra Work
8103 (c)	8100-1	40	Variation, for testing material	6.3	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, Provisional Sums	6.6	General reference to GCC, Provisional Sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15.1	Clearance of site on completion, with reference to core drilling

B1155 WORK IN RESTRICTED AREAS

REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:

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

ADD THE FOLLOWING CLAUSES:

B1156 COMMERCIAL SOURCE

A source of supply of materials chosen by the Contractor. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources."

B1158 BITUMEN RUBBER

A hot mixture of penetration-grade bitumen and fine rubber crumbs.

B1159 LABOUR-OPTIMISING CONSTRUCTION

The cost-effective employment of as great a portion of labour as is practically and technically feasible to produce the standard of construction required by the specifications.

Therefore, the economic substitution of plant and mechanical equipment with available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

B1160 PATCHING

Patching shall be any repair work to existing pavement layers with the purpose of repairing local failures with a surface area of more than 1 m² but less than 100 m². Repairs in excess of 100 m² shall be considered to be reconstruction.

B1161 POTHOLES

Potholes are local failures covering an area of less than 1 m².

B1162 REPAIR

Measures aimed at maintaining or improving the condition and/or riding comfort of an existing road.

B1163 STRESS-ABSORBENT MEMBRANE INTERLAYER (SAMI)

A layer of stone chippings and bitumen rubber constructed between successive pavement layers for the purpose of absorbing stress.

B1164 PROCESS CONTROL

Process control means all testing required to be carried out in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the engineer. The contractor is responsible for process control testing. The cost of testing for process control is deemed included in the rates tendered for each item.
The minimum frequency of testing for process control should comply with Section 8300 of the standard specifications: Quality Control."

B1165 ACCEPTANCE CONTROL

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

Both the process and acceptance control testing by the engineer shall be carried out by an accredited laboratory.

B1166 PRE-TREATMENT

Treatment of the existing surfacing and base prior to a bituminous overlay or reseal. Pre-treatment can include but is not limited to the following actions:

- Patching, inclusive of saw cutting, excavation, priming and/or tacking, and backfilling with asphalt
- Milling out existing asphalt surfacing and/or base layer, priming and/or tacking, and backfilling with paver-laid asphalt
- Repairing edge breaks, inclusive of saw cutting, excavation, priming and/or tacking, and repairing with asphalt

- Crack sealing, inclusive of cleaning, and applying herbicide, primer and sealant
- Slurry seal surface treatment."

B1167 FREE HAUL DISTANCE

The free-haul distance in regard to any material which is moved shall be to the closest municipal landfill site.

B1168 CLASSES OF EXCAVATION

No distinction will be made between soft and intermediate excavation.

B3 SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

ADD THE FOLLOWING FIRST PARAGRAPH:

"All reference to services in this clause shall mean utility services."

In the final paragraph, replace "clause 15" in the second line with "clause 5.6"

In the second paragraph, delete the word "utility" at the end of the second line.

In the final paragraph delete the second and third sentences starting with 'Should' and replace with the following:

"Before any work can commence the contractor shall verify the actual position of all existing services and bring to the attention of the engineer any service that is not recorded. As the contractor is not authorised to remove or replace these facilities he shall:

i) Give preliminary notice, in writing to the relevant service provider, that the services on the site will require removal or protection prior to works being carried out in the vicinity of each station. The contractor shall advise the service provider of

   a) The number of services, their locations and station ID numbers and
   b) The proposed dates when work will commence in the vicinity of each service.

ii) In addition to the above preliminary notice, give the service provider 14 days written notice of the intention to commence work in the vicinity of each facility.

iii) Upon completion of the work in the vicinity of each facility, the contractor shall notify the service provider, in writing, that work is complete and the service may be reinstated.

The existing services shown on the Drawings may not necessarily complete, for instance maybe several smaller services located in the area that are either redundant or that will become redundant in the near future. However, it shall not be the subject of a potential claim. Refer to the Layout Plans for details on the location of all known services.

Any delay resulting from the removal/replacement/relocation of a service shall not be the subject of a potential claim, unless the contractor can demonstrate that every effort has been made to timeously request and/or apply for the removal/replacement of the said service. In addition, the contractor shall be to have employed the services of the service provider as a subcontractor for purposes of removing and/or replacing the relevant deemed service.

ADD THE FOLLOWING TO THE FIFTH PARAGRAPH:

"Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor (ESKOM) or if so ordered by the engineer, by the Contractor."

ADD THE FOLLOWING TO THE SIXTH PARAGRAPH:

"The Contractor shall also be liable for any loss or consequential loss suffered by the owner of a service which is damaged by the Contractor's operations, e.g. fuel losses from a fuel pipeline with the associated fire hazards."

ADD THE FOLLOWING:

"The Contractor must be aware of existing services in the area of the Works that will affect his programme of work. It is therefore of the utmost importance for the Contractor to work in close conjunction with the owners or authorities controlling these services to ensure that the services are not disrupted in any way as a result of the Works.

Before work commences, the Contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the Contractor due to services crossing the Site or any authority working on such services, nor will delays caused by such works be accepted as a basis for claiming an extension of time for completing the Works."

Existing Services

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

- Telkom lines – network communication cables and poles,
- Overhead ESKOM electrical power lines and poles,
- Electrical cables,
- Manholes from different service providers,
- Street lighting, and
- Water supply lines.

Any overhead services crossing the road must clear the final road level by at least 6.51m. All the existing services as obtained from a topographical survey are shown on the Service Plan drawings. However, meetings will also be set-up before any construction starts between the different service providers and the Contractor to indicate to the Contractor if there may be any services that may be affected and/or encountered during construction.

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified in clause B1202 and in the relevant Service plan and Service Schedule.
"The Contractor must be aware of existing services in the area of the Works that will affect his programme of work. It is therefore of the utmost importance for the Contractor to work in close conjunction with the owners or authorities controlling these services to ensure that the services are not disrupted in any way as a result of the Works.

Before work commences, the Contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the Contractor due to services crossing the Site or any authority working on such services, nor will delays caused by such works be accepted as a basis for claiming an extension of time for completing the Works."

B1204 PROGRAMME OF WORK

(a) General requirements

INSERT THE FOLLOWING BEFORE THE FIRST PARAGRAPH:

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

Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation."

IN THE FIRST PARAGRAPH REPLACE:

Amend the word "network" in the fourth line of the first paragraph to read as "bar (Gantt) chart".

ADD THE FOLLOWING AS A CONTINUATION OF THE FIRST PARAGRAPH:

(i) "Further in drawing up the programme the contractor shall make allowance for and include the following in his programme and contract period:

(a) All non-working days as well as all special non-working days defined in the Contract Data and that is applicable to this contract / project (which to form part of the contract period and programme**). Thus, all non-working days as well as all special non-working days shall also be included in the time span stipulated/concerned for this contract (fall within the contract period/set time span) and need to be included and incorporated in the Contractors programme.**

(b) Mobilisation period.

(c) Notification of construction work (Construction Regulation 4) and obtaining of a construction work permit from the Department of Labour (DoL). A construction working permit needs to be obtained from the Department of Labour (DoL) by the Client / Client's OHS Agent (mobilisation period). The time to obtain such a permit needs to be programmed in the Contractors programme (mobilisation period). The principal contractor needs to provide the Client's OHS Agent with all the required or necessary information in order to obtain such a permit (a list of required information will be made available when appropriate). Once all the required information has been submitted and received by the OHS Agent, approximately 30 days are required from then to obtain by the Department of Labour to issue the permit. The principal contractor may not commence with any construction work until a site-specific permit number was issued by the Department of Labour and the principal contractor must display this site-specific permit number conspicuously at the entrance to the main site camp. The principal contractor must make provision in its programme to obtain all the necessary works permits (DoL) for the Department of Labour to issue the construction work permit and to comply with all the Construction Regulations.

(d) Medical Certificates of Fitness (Construction Regulation 7). As required by Construction Regulation 7(1)(g), the principal contractor must ensure that all employees have a valid medical certificate of fitness specific to

the construction work to be performed. These certificates must be issued by an occupational health practitioner in the form of Annexure 3 (i.e., Annexure 3 in the Construction Regulations).

(e) All required training for staff, labour and subcontractors

(f) The expected delays defined in B1215: extension of time resulting from rain and/or inclement weather as a terminal float.

(g) The following embargo hours and days (which to form part of the contract period and programme):

- School holidays in Limpopo Province -
    - From 12:00 on the day of the closure for the holiday until 07:00 on the following day.
    - From 12:00 on the day preceding the opening of schools until 07:00 on the day of the opening.
    - Day of national school closure December
- Long weekends and Public Holidays
    - From 12:00 on the day preceding the commencement of the long weekend or public holiday until 07:00 on the day following the long weekend or public holiday.
    - Between the Thursdays prior to Easter and the Tuesday after Easter (inclusive).
    - Provision also needs to be made for the normal Christmas break (Construction break) from 13 December 2022 up to 10 January 2023 or for the same period in 2020-24 if required. Year End breaks as published by SAFCEC.

(h) Relocation of services – ESKOM power lines etc.

(i) Relocation of any services – to inter alias include MTN, Vodacom Cables, Municipal Services and Services at Estates etc.

(j) Rainfall season when river / water flow may interfere with the construction of the footing / foundation and or the fill layer works of culverts

(k) Underground water to be drained before excavation for foundation / footings

(l) Complying with and meeting all the requirements of the Environmental Management Programme / Plan (EMPR), Construction Regulations and OHS Acts and Regulations.

(m) The time needed for preparation and approval of the various mix designs (for e.g. concrete etc.) specified in the relevant construction sections of the Contract / Scope of Works.

(n) Need to incorporate all training and testing required for COVID related regulations.

(o) EPWP related training and work to be done.

(ii) "The Contractor shall submit his programme at the closing of the tender together with his billed tender document. "The programme shall be

graphically presented as a Gantt chart and be made electronically available to the engineer in Microsoft Projects 2019 (MS) format or the latest MS available. The programme shall clearly show:

(a) The proposed rate of progress in order to complete the works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.

(b) The sequence of activities and any dependencies (time or resource related) between them.

(c) The critical path activities.

(d) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.

(e) Other information specifically required by the Engineer.

(f) The time needed for preparation and approval of the various mix designs (for e.g. concrete - specified in the relevant construction sections of the Contract / Scope of Works.

(g) All non-working days as well as special non-working days.

(h) The Contractor shall, inter alias, also take into consideration and make allowance for the following restricted working conditions in his programme:

(i) Expected weather conditions and their effects.

(j) Known physical conditions or artificial obstructions.

(k) The accommodation and safeguarding of public traffic.

(l) The following restricted working conditions will be applicable:

- (1) Restrictions of the total length of deviation open to traffic at any one time (1.7 km) – can only be changed with written approval from the Engineer.
- (2) No traffic shall be accommodated on any section of surfaced road which forms part of this contract, without painted lines (temporary or permanent). The Contractor must therefore programme his work so that sections on which work has started are completed before the abovementioned periods start. There will not be additional payment for re-establishment. On sections where no work has commenced, the existing road marking will be sufficient unless the lane positions are changed.
- (3) The Engineer may require the Contractor to assist with the accommodation of traffic during peak traffic periods to improve traffic flow as well as during any other period.

(m) The restricted nature of some of the work – various services for e.g. major water pipeline, ESKOM.

(n) All other actions required in terms of this contract.

The following details shall be submitted together with the programme:

(a) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.

(b) The overall labour and major plant resource levels on which the programme is based.

(c) The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc).

(d) A budget forecast of the value of completed work, excluding CPA and contingencies but including VAT, month by month, for the full contract period.

These additional items shall also be revised when any revision is made to the programme.

Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer believe that a major revision of the programme is required, the Contractor will be notified in writing and an updated programme shall be submitted within two weeks of receipt of such notification.

(a) It should be noted that it is in the Contractor's interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resource or other limitations affecting the programme, since the approved programme may be used to evaluate any claims in terms of the General Conditions of Contract for extension of time.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, copies of the following:

(b) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.
(c) A summary of progress on site over the month preceding the site meeting. The report shall be in the form of a detailed narrative to the contract programme.
(d) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.
(e) A report on all labour, plant and materials on site.

This initial indicative programme shall realistically account for the forecast cash flow within the defined contract period, and as provided on Form D5: Schedule of estimated monthly expenditure. If an alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender."

ADD THE FOLLOWING PARAGRAPHS:

"The programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme

shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

(a) The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
(b) Obtaining the required work permit from the DoL
(c) Obtaining Medical Fitness Certificates for all Staff, labour and subcontractors
(d) Requirements regarding the training of labourers and Emerging Contractors (EC's).
(e) The requirements for work to be undertaken by labourers and work to be undertaken by EC's.
(f) All non-working days as well as special non-working days shall also be included in the time span stipulated/concerned for this contract (contract period) and need to be included and incorporated in the Contractors programme.

(c) Programme requirements

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

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

(i) Format

The initial and adjusted programme shall:

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

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

(ii) Additional information

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

(a) Time related items, in respect of the following:

- Time to submit documentation before commencing to carry out the Works – refer to Clause 5.3.1 of C1.2 - Contract Data
- Mobilisation Period which includes the time to submit documentation and DoL letter etc. before commencing to carry out the Works – refer to Clauses 1.1.1.35 and 5.3.1 of C1.2 - Contract Data. Time in which the construction work permit is applied for from and issued by the Department of Labour (DoL);
- Construction Period - refer to Clause 1.1.1.36 of C1.2 - Contract Data
- Due Completion date - refer to Clause 1.1.1.14 of C1.2 - Contract Data

(b) All non-working days and all special non-working days defined in the Contract Data.
(c) The expected delays defined in B1215: Extension of time resulting from inclement weather.
(d) The following restricted working condition:
(e) During the Contractor's annual shutdown period between December and January, the Contractor shall maintain two-way traffic within the contract limits.
(f) Meeting the requirements of the environmental management plan
(g) The time needed for preparation and approval of the various mix designs specified in the relevant construction sections of the Scope of Works."

ADD THE FOLLOWING SUB-CLAUSE:

(d) Programme revisions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that may have fallen behind. The engineer may demand from the contractor, at the cost of the contractor, a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand."

B1205 WORKMANSHIP AND QUALITY CONTROL

ADD THE FOLLOWING HEADING AFTER THE TITLE:

"The contractor shall implement a quality assurance system in accordance with ISO 9002 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor. The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan".

ADD THE FOLLOWING TO THE THIRD PARAGRAPH:

"The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system."

ADD THE FOLLOWING AT THE END OF THIS CLAUSE:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

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

The engineer has established survey beacons on site from which the Contractor can set out the Works. The position and co-ordinates of the permanent survey beacons have been shown on the Drawings.

The Contractor shall be responsible for the protection of all these survey beacons and reference points from handing over of the beacons to the Contractor until completion of the Works.

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

ADD THE FOLLOWING AT THE END OF THE SECOND PARAGRAPH:

"The contractor shall confirm in writing to the engineer that he has verified the control beacon and benchmark information and that he accepts the beacons and benchmarks, where after the accuracy of setting out will be his responsibility."

In the last paragraph, the first part of the sentence shall be changed as follows:

"The setting out of level beacons and level control pegs and the setting out of the final levels for construction purposed shall not be measured and paid for directly, and …"

DELETE "AND OF CLAUSE 14 OF THE GENERAL CONDITIONS OF CONTRACT" *IN THE SIXTH PARAGRAPH*.

ADD THE FOLLOWING PARAGRAPH:

"The contractor shall take care that property beacons, trigonometrically survey beacons or setting-out beacons are not displaced or destroyed without the consent of the engineer. Property beacons and trigonometrically survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the engineer shall be the contractor's responsibility and included in the tender rates".

ADD THE FOLLOWING:

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

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

DELETE THE FINAL PARAGRAPH AND REPLACE WITH THE FOLLOWING:

REMOVE THIS PART OF THE SENTENCE FROM THE FIRST PARAGRAPH

"… or as approved advertisements for the contractor's establishment."

DELETE THE THIRD (FINAL) PARAGRAPH AND REPLACE WITH THE FOLLOWING:

"All signboards erected in accordance with the drawings shall be removed at the same time as the disestablishment of the contractor's camp. Payment under sub item 13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed. A typical signboard layout is shown in the contract drawings".

B1208 MEASUREMENTS

(s) Measurements of Completed Work

ADD THE FOLLOWING ITEM (I):

"Final measurement of the work shall be according to dimensions as specified or as shown on the drawings. No additional payment shall be made should the Contractor extend construction work beyond the specified dimensions, unless otherwise specified in the specification."

B1209 PAYMENT

(b) Rates to be inclusive

ADD THE FOLLOWING TO THE FIRST PARAGRAPH:

"VAT shall be excluded from the rates."

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

INSERT THE FOLLOWING AFTER "CONSTRUCTIONAL PLANT" IN LINES 6 AND 7 OF THE FIRST PARAGRAPH:

"(distinguishing between operational costs and hire costs)".

ADD THE FOLLOWING SUBCLAUSES:

(**c) The meanings of certain phrases in payment clauses**

(i) Procuring and furnishing... (material)

ADD THE FOLLOWING:

"Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled" No additional payment shall be made in respect of overhaul for materials sourced from commercial sources. The contractor shall also not be eligible for any additional payment pertaining to overhaul on materials procured and furnished from commercial sources."

(d) Materials on the site

ADD THE FOLLOWING:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on site" in respect of any construction materials if stored off-site providing that:

(i) The site selected for this purpose is approved by the engineer

(ii) Such land is physically separated from any production plant or operation

(iii) Only materials for use under this contract is stockpiled on such land

(iv) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land

(v) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

ADD THE FOLLOWING SUBCLAUSES:

(e) Work in confined areas

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

(f) Pay Items

Dependent on the rates and prices offered in the Pricing Schedule, the Employer intends to increase or reduce the scope of work to match the budget allowed for this project. To this end the contractor has been provided the opportunity to price separately for unit rates of work and the establishment of major plant. The value of such increase or reduction in the scope of works shall not give cause for the contractor to vary the offered rates and prices, which shall remain final and binding for the duration of the contract, provided that:

(i) Notification of the change to the scope of work is given in writing within 28 days of the tender closing date.

(ii) The value of the increase or reduction in the scope of work does not alter the tendered sum, excluding all provisional sums, by more than 20%."

(g) Payment certificates

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

(h) Trade names

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

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

ADD THE FOLLOWING PARAGRAPH:

"Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the employer.

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

(i) In the case of partial completion, the estimated cost to complete the outstanding work is less than 2% of the estimated cost to construct the whole section or sections.
(ii) In the case of the whole works, the estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
(iii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the contractor."
(iv) Failure to complete the list as outlined on the practical Completion Certificate within the 28 days will render the certificate null and void and the Contractor will have to re-apply for practical completion, as outlined in the GCC 2015, Clause 5.14.1.
(v) Any information in the contractor's possession, which is required by the engineer and has been requested in writing or specified, has been supplied."

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

AMEND THE LAST LINE OF THE SECOND PARAGRAPH TO READ AS FOLLOWS:

"…materials, condition of the site *and* cement type (in order to comply with the durability requirements described in sub-clause B6404 (h)."

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

ADD THE FOLLOWING TO THE LAST PARAGRAPH OF SUBCLAUSE (d):

"These written statements shall be handed to the engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the engineer."

Under subclause (e) replace the opening paragraph with:

"Should the contractor use land not provided by the employer for the purpose of his own establishment, engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

and add the following sub subclause:

"(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.

(vii) That copies of lease agreements shall be submitted to the engineer prior to signature by the signing parties, and copies lodged with the engineer after signing. Notwithstanding the engineer's approval of the conditions of a lease the contractor shall be solely responsible for adhesion to the terms of the agreements."

(viii) Adherence to the principles of the environmental management plan and legal obligations".

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

ADD THE FOLLOWING:

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

The Critical Path Method

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

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

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

The Value of "n" for this **contract is three (3) working days per calendar month**

Rainfall records for Mashabela **Weather Station**

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY	**120**	**7.0**
FEBRUARY	**125**	**6.0**
MARCH	**78**	**5.5**
APRIL	**54**	**4.0**
MAY	**17**	**2.0**
JUNE	**10**	**1.0**
JULY	**6**	**0**
AUGUST	**8**	**1.0**
SEPTEMBER	**23**	**1.0**
OCTOBER	**54**	**5.0**
NOVEMBER	**100**	**8.0**
DECEMBER	**123**	**7.0**

B1219 WATER

ADD THE FOLLOWING:

"Water for use on site other than municipal, shall be subject to the required permit from DWS. This shall include such extraction points as rivers, dams, streams, and boreholes. The contractor must take note that it is a time consuming process to obtain a permit from DWS or relevant authority and shall allow ample time in his programme."

Note:

Water for mixing of concrete for construction purposes shall be potable water supplied by local municipalities that complies with all standards and specifications. Water shall not be drawn from rivers or dams for concrete work.

Table B1219: Water classification for Construction Testing (SANS 51008:2006 or latest approved)

		Water Quality Classification Code						
		H0	H1	H2	H3	H4	H5	
Property	Unit	Pure water (AR)	Clean water (Rain)	Treated water (Municipal)	Silty (muddy) water with low salt content	Highly mineralised chloride sulphate water (brackish)	Waste brack, sewage, marsh, sea, etc water	Method
PH*	-	7.0	5.7 – 7.9	4.5 – 6.5	4.5 – 8.5	9.0	-	SANS 10523 : 2012 (Old SABS M113 SM 11 – 1990)
Dissolved solids*	ppm	0	1000	1500	3000	-	-	SANS 5213 : 2013 (Old SABS 213 SM213 – 1990)
Total hardness*	-	None	None	Temporary	Temporary	Permanent	-	SANS 450 : 2005 (Old SABS 215 SM 215 – 1971)
Suspended matter	ppm	0	2000	2000	5000	-	-	SANS 6049 : 2010 (Old SABS 1049 SM 1049 – 1990)

Electrical conductivity	mS/m	0	200	200	500	-	-	SANS 7888 : 2005 (Old SABS 1057 SM 1057 – 1982)
Sulphates (SO4)	ppm	0	200	300	500	1000	-	SANS 6310 : 2005 (Old SABS 212 SM 212 – 1971)
Chlorides (Cl)	ppm	0	500	1000	3000	5000	-	SANS 374 : 2005 (Old SABS 202 SM 202 – 1983)
Alkali Carbonates (CO3) & Bicarbonates (HCO3)	ppm	0	500	1000	1000	2000	-	SANS 241-1 : 2015 (Old SABS 241 – 1999)
Sugar	-	Negative	Negative	Negative	Negative	Negative	-	SANS 5833 : 2006 (|Old SABS 833)
Quality of water required		Untreated layer works	✔	✔	✔	✔	Investigate the effect on the quality of the material	
		Chemically treated layer works	✔	✔	✔	Investigate the effect on the quality of the material		
		Concrete mass	✔	✔	✔	Investigate the effect on the quality of the material	References: 1. Concrete Technology – Dr S Fulton (1989) 2. Materials Manual (PAWC)	
		Concrete prestressed	✔	✔				
		Slurry & emulsion	✔	✔				
		Soil/gravel tests	✔	✔				
		Chemical or control tests	✔	✔				

TABLE B1219: WATER CLASSIFICATION FOR CONSTRUCTION TESTING

- A primary property. The quality of the water is that quality where all three of the primary properties are within the limits.
- The tabulated single values are maximum value except in the case of the pH value for pure water, which must be 7.0

B1222 USE OF EXPLOSIVES

REPLACE PARAGRAPH (g) WITH THE FOLLOWING:

"(g) The contractor shall, seven (7) days before each blasting operation is carried out, advise the engineer thereof in writing. Any such blasting operation shall be confirmed with the engineer twenty-four (24) hours prior to execution. The contractor shall make all the necessary arrangements to keep the public and the provincial traffic authorities fully informed with regard to the closures of the road for blasting purposes."

ADD THE FOLLOWING PARAGRAPH:

"(h) Where blasting needs to be carried out within the road reserve of the existing road, it shall only be allowed between 09:00 and 12:00. The road may not be closed for a period longer than thirty (30) minutes during which time all blasting shall be carried out, debris removed from the road surface and the road made safe and passable for traffic. Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the engineer."

B1224 THE HANDING-OVER OF THE ROAD RESERVE

ADD THE FOLLOWING PARAGRAPHS:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of Section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic.

In addition to the specified repairs, the contractor shall also carry out any maintenance work within the road reserve that the engineer may require. Such maintenance shall typically comprise the routine clearing of litter, the clearing and repair of drainage, repair of guardrails and any structural damage caused by traffic during the contract period.

Any such work shall be as ordered by the engineer and shall be carried out as daywork."

B1225 IN-SERVICE AND STRUCTURED TRAINING

The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

(a) Details of in-service and structured training

(i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
- the details of training to be provided
- the manner in which the training is to be delivered
- the number and details of trainers to be utilised.

(ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.

(iii) The contractor shall provide onsite, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.

(iv) All labourers shall be remunerated in respect of all time spent undergoing training.

(v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
- the name of the contractor
- the name of the employee
- the name of the project/contract
- the nature of the work satisfactorily executed by the worker and the time spent thereon
- the nature and extent of training provided to the worker
- the dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

(b) Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract".

B1228 LEGAL PROVISIONS

ADD THE FOLLOWING PARAGRAPHS:

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 37305 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The Contractor shall take note of the new Construction Regulations 2014 (GNR.84 of 07 February 2014) recently promulgated, in particular the Construction Regulations 2014 (37305, No. R. 84 of 2014). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work (SoW), materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Section C3, Bill of Quantities and Drawings, but not limited to, as well as in the Employers' health and safety specifications (regulation 5(1)) of the Construction Regulations 2014, which are bound in the Contract document).

The Contractor shall in terms of subclause 7(1) of these regulations provide a comprehensive Health and Safety Plan (regulation 5(1)) of the Construction Regulation 2014, detailing the hazards identified on this project and the procedures required to mitigate, reduce and/or control the said hazards for the approval by the Engineer.

The scope of the work to be carried out under this contract is indicated, but not limited to, in Section C3 (Description of work and the project specifications), Section C.2 (the Bill of Quantities) and on the drawings, and shall include the health and safety specification.

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

No extra over or additional payment shall be made to compensate the Contractor for compliance with these regulations and compensation shall be included in the rates tendered for the applicable items of work.

All Unemployment Insurance Fund (UIF) contributions must be paid and the Contractor must be in good standing and keep it up to date for all personnel.

The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 (COIDA / COID Act) (No. 130 of 1993) which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement and keep it up to date.

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

B1229 SABS CEMENT SPECIFICATIONS

ADD THE FOLLOWING TO THIS SUBCLAUSE:

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

SABS ENV 197-1: Cement compositions, specifications and conformity criteria

Part 1: Common cements.

On this contract CEM II A-L, class 32.5 cement shall be used."

ADD THE FOLLOWING CLAUSES:

B1230 MATERIALS

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorized by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification."

B1231 REPORTING OF ACCIDENTS

The contractor shall report every accident which occurs on the road, within the extent of the works, to the engineer, within twenty-four (24) hours of such accident occurring, irrespective of whether such accident has a bearing on damage to the works or to persons, property or things. The report must be in writing and must contain full particulars of the accident. Photographs of each accident shall also be included in the report. The engineer has the right to conduct any or all enquiries, either on the site or elsewhere, as to the causes and consequences of any such accident. The contractor shall also keep a comprehensive record of all accidents which occur on the road and shall make such records available to the engineer on demand.

B1232 LABOUR-OPTIMISING CONSTRUCTION METHODS

(a) General

The following provisions shall apply in respect of those portions of the works that are specified in Part C3.3 to be executed using labour-optimising construction methods.

(b) Restrictions on the use of electrical and mechanical plant and equipment

Except to the extent specified in Part C3.3, and notwithstanding anything to the contrary which may be stated in, or be reasonably inferred from any provisions elsewhere contained in the contract, the contractor shall use only labour and non-mechanically or non-electrically powered hand tools, equipment or plant in the execution and completion of all such portions of the works listed in Part C3.3 that are to be constructed by labour-optimising construction methods; provided always that the engineer may at his sole discretion and at any time, or upon receipt of a fully motivated written application from the contractor, instructor authorise the contractor to use such electrical or mechanical plant and equipment as he may deem appropriate or necessary under the circumstances, in the execution of such portions of the works otherwise required, in terms of Part C3.3, to be constructed using labour-optimising construction methods only.

(c) Classification of excavations

Notwithstanding anything to the contrary which may be contained elsewhere in the Specifications, excavations shall be classified according to the specified method of excavation as follows:

(i) Excavations which are:

- not specified in Part C3.3 as required to be executed using labour-optimising construction methods; and
- specified in Part C3.3 as required to be executed using labour-optimising construction methods but which, notwithstanding, are executed by the contractor using mechanical plant and equipment prohibited in terms of the

project specifications, either with the prior authorisation of the engineer or in breach of the provisions of the specifications,

shall be classified in accordance with the provisions of the standard specifications.

(ii) Excavations which are specified in Part C3.3 as being required to be executed using labour-optimising construction methods and which are so executed, shall be classified in accordance with table B1231/10.

TABLE B1231/10: CLASSIFICATION OF EXCAVATION

Classification	**Number of blows required for a DCP penetration of 100 mm**	
	Granular soil	**Cohesive soil**
Soft	≤30	≤ 10
Hard	> 30	> 10

(iii) Where only excavation in soft material is required in terms of Part C3.3 to be executed using labour-optimising methods, the classification for the purposes of determining the cut-off point for labour-optimising excavation shall be made in terms of sub-clause (ii) above, and the excavation beyond the cut-off point shall be in terms of sub-clause (i) above.

(iv) Classification of material specified to be excavated using labour-optimising construction methods, but not in fact excavated by such methods, whether in compliance with an instruction from the engineer, or in accordance with a concession granted by the engineer or through default of the contractor, shall be made in terms of sub-clause (i) above.

B1234 PROJECT STEERING COMMITTEE (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the Makhuduthamaga Local Municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works. They will be paid R 500-00 per sitting unless otherwise ordered by the Engineer. The number of sittings are limited to one sitting per month.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

B1235 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a community liaison officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the community liaison officer

The community liaison officer's duties will be:

(i) To be available on site daily between the hours of 08:00 and 12:00 and at other times as the need arises. His normal working day will extend from 08:00 in the morning until 17:00 in the afternoon.

(ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.

(iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.

(iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a “labour desk”.

(v) To attend all meetings in which the community and/or labour are present or are required to be represented.

(vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor’s requirements.

(vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.

(viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.

(ix) To keep a daily written record of his interviews and community liaison.

(x) To attend monthly site meetings to report on labour and RDP matters.

(xi) All such other duties as agreed upon between all parties concerned.

(xii) To submit monthly returns regarding community liaison as illustrated in this document (form RDP 12(E)).

(b) Payment for the community liaison officer

A special pay item is incorporated in Section 1200 of the schedule of quantities due relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the employer in terms of the Sectorial Determination 2: Civil Engineering Sector (Task Grade 3).

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a six months basis, but with the option of renewal.

B1236 SUBCONTRACTORS

Over and above the stipulations of the Conditions of Contract, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another

subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of the Conditions of Contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1237 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the contractor to be deemed as included in his General Obligations rates in Section 1300 of the schedule of quantities.

B1238 RELOCATION OF EXISTING SERVICES

This section covers the relocation of existing services that may clash or may be in the way of the new services. This also covers the protection of existing services that could be damaged as a result of the works carried out under this contract.

B1239 CONTRACT NAME BOARDS

The Contractor shall provide two project name boards that will withstand the environment. The name boards will be according to the Municipal standard and will be placed after consultation with the Employer.

The name boards shall be removed at the end of the contract period.

B1240 CONTRACT NAME BOARDS

(a) Introduction

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

(b) General Provisions

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply with the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.

- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

(c) Duties of the Manager

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that
- Describes the organisation of work.
- Contains aspects concerning the protection of the employees and other persons' health and safety.
- Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

B1241 MEASUREMENT AND PAYMENT

ADD THE FOLLOWING ITEMS:

"Item		Unit
B12.01	**Excavation for locating, protecting, or shifting of existing services, protecting, or shifting of existing services**	
(a)	Excavating material within the following depth ranges belowground level for the exposing of/or searching for services: 0m to 2.0m	
	(i) Soft Material	cubic metre (m³)
	(ii) Hard Material	cubic metre (m³)
(b)	Extra over for Item B12.01 (a) for excavation by means of hand tools such as picks, crowbars and pneumatic tools or mechanical breakers in close vicinity of services where no machine excavation is permitted	
	(i) Soft Material	cubic metre (m³)
	(ii) Hard Material	cubic metre (m³)

Measurement and payment shall be as specified for item 22.01 in the standard specifications.

B12.02	**Backfilling of excavations made for locating, protecting, adjusting or shifting existing services.**	
(a)	Using the excavated materials	cubic metre (m³)
(b)	Using imported selected materials	cubic metre (m³)

(c)	Extra over items B12.02 (a), and (b) for stabilizing with 3% Ordinary Portland Cement.	cubic metre (m^3)

Measurement and payment shall be as specified for item 22.02 in the standard specifications.

B12.03 Existing services

Overhaul of excavated and backfilled materials hauled in excess of the 1,0km free haul distance applicable to items B12.01 and B12.02 (excluding Portland Cement in the case of Stabilized backfill)	m^3-km

The unit measure shall be a cubic meter of material hauled in excess of the 1,0km free haul distance multiplied by the overhauled distance

The tendered rates for overhaul shall include full compensation for hauling material in excess of the free-haul distance.

B12.05 Community Liaison Officer and PSC — PC Sums Prime Cost

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract

Handling Cost and Profit in respect of B12.04 — % Percentage

The Tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service. Specified Prime Cost Sum Payment of Community Liaison Officer and PSC shall be for the entire specified contract period, should the contract period be extended the Specified Prime Cost Sum Payment shall be adjusted. Should the contract period be exceeded without approval the payments due to Community Liaison Officer and PSC shall be paid by the contractor until the project has been commissioned.

B12.06/ 62.01 64.01 Concrete Backfilling for encasing Services Crossing the Roads (exposed or unexposed)

(a)	Class 30/19	cubic metre (m^3)
(b)	High-tensile Steel Bars	t ton
(c)	Formwork to Provide Surface Finish	square metre (m^2)

The measurement and payment for concrete and formwork shall be as specified in sections 6200 and 6400, except those excavations, trimming and back filling shall not be measured and paid for separately, the cost of which shall be deemed to be included in the rates tendered for concrete.

The unit measurement for other components such as steel and formwork shall be ton and square meter respectively. The tendered rates shall include full compensation for procuring, furnishing and installing the components as specified.

B12.09	**Maintenance of Cell Phone for the Engineer on Site and Accessories**	PC Sums Prime Cost

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract

B12.10	**Handling Cost and Profit in respect of B12.10**	% Percentage

The Tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service. Specified Prime Cost Sum Payment of maintenance of cell phone for the engineer on site and accommodation shall be for the entire specified contract period, should the contract period be extended the specified Prime Cost Sum Payment shall be adjusted. Should the contract period be exceeded without approval the payments due to the maintenance of cell phone for the engineer on site and accommodation shall be paid by the contractor until the project has been commissioned.
The Tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service. All services must be approved by the Engineer.

B12.11	**Supply and Erect of the Construction Name Board [Dwg: ONB10/2021/NB13]**	No. Number

The unit measure shall be a number of construction name boards supplied and installed.

Tender rates shall include full compensation for supply of all materials, labour, transport, loading and offloading and installation. 80% of the measured item for supply and installation will be paid upon completion of the work, then 20% will be released during the site-handover when the name board has been dissembled and removed form site.

B12.34	**Training**	Lump Sums
(a)	Engineering Skills	Prov. Sums
(b)	Entrepreneurial Skills	Prov.Sums
(c)	Training Venue	Prov. Sums
(d)	Remuneration of Workers Undergoing Training	Prov. Sums

The provisional sums shall be paid in accordance with the provisions of the General Conditions of Contract

B12.35	**Handling Cost and Profit in respect of B12.34**	% Percentage

The tendered percentage is a percentage of the amount actually spent under the provisional sums items, which shall include full compensation for the profit in connection with providing the specified service for Training

B12.20	**Penalties for non-attendance of any project meeting (site meeting, monthly progress meeting, etc.)**	No. Number

Penalties for non-attendance of any project meeting(s). The unit measure shall be number of meetings not attended by the responsible project manager or leader.

B12.21	**Penalties for non-compliance with OHS standards**	Hr. Hour

Payment of the rate (penalties) for Item B12.19 shall include non-compliance with OHS standards irrespective of the activities or relevant obligation(s). The unit measure shall be an hour of delaying in rectification of non-compliance with OHS Act per occurrence. Correct measures for rectification shall be less than two hours form the time of issue of notification for violation OHS Act.

B12.22	**Penalties for non-submission of any documentation**	Day
B12.23	**Penalties for delays in carrying out site instructions**	Day
B12.24	**Penalties for non-payment of municipal charges**	Day

Penalties for non-compliance with submission of any contractual documentation, failure to carry site instruction, non-payment of municipal charges. The unit measure shall be a day (24 hours) of delaying in carry site instruction, non-payment of municipal charges and any contractual documentation or as requested and submitted after the due date

B12.30	**Penalties for serious environmental violations**	
(a)	Hazardous chemical/oil spill and/or dumping in non- approved sites.	No. Number
(b)	General damages to sensitive environments	No. Number
(c)	General to cultural and historical sites	No. Number
(d)	Pollution of water sources	No. Number
(e)	Unauthorized blasting activities	No.

		Number
(f)	Uncontrolled/unmanaged erosion (depending on environmental impacts, plus rehabilitation at contractor's costs)	No. Number
(g)	Damage to sensitive vegetation within "no-go" areas (depending on vegetation damaged, plus rehabilitation thereof at contractor's costs)	No. Number

Penalties for serious violating the environmental act or legislation as specified item B12.23.

The unit measure shall be number of occurrences of serious violation of environmental as specified

B12.31	**Penalties for less serious environmental violations**	
(a)	Littering on site	No. Number
(b)	Lighting of illegal fires on site	No. Number
(c)	Persistent or unrepaired fuel and oil leaks	No. Number
(d)	Any person related to the contractor's operations found within the designated “no-go “areas	No. Number
(e)	Any vehicle or equipment related to the contractor’s operations found within the designated “no-go “areas	No. Number
(f)	Excess dust or excess noise emanating from site	No. Number
(g)	Dumping of milled material in side drains or grassed areas	No. Number
(h)	Possession or use of intoxicating substances on site	No. Number
(i)	Any vehicles being driven in excess of designated speed limits	No. Number
(j)	Removal and/or damage to Flora or Cultural Heritage objects on site, and/or killing wildlife	No. Number
(k)	Illegal hunting	No. Number
(l)	Urination and defecting anywhere in designated areas	No. Number

The provisional sums shall be paid in accordance with the provisions of the General Conditions of Contract.
Penalties for less serious violating the environmental act or legislation as specified item B12.24.
The unit measure shall be number of occurrences of serious violation of environmental as specified

B12.25	**Penalty for non-compliance of Section B1500**	No. Number

The unit measure shall be number of occurrences for violation to comply with necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer.

B12.25	**Time related for non-compliance with regard to section B1500**	Hr. Hour

The unit measure shall be an hour per occurrence of violation of accommodation of traffic as specified.

Non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

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

B1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

ADD THE FOLLOWING:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least two (2) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer for 24 hours per day. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

(c) Legal and contractual requirements and responsibility to the public

ADD THE FOLLOWING AS A SECOND PARAGRAPH:

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

Section C of the Scope of Works contains the Environmental Management Plan for this project. Its provisions regulate the contractor’s construction methods to ensure responsible conduct and treatment of the environment relevant to the project. No separate payment mechanism has been made available for the contractor to allow for his compliance with relevant environmental legislation. The contractor shall include such costs in the existing payment items under section B1303: Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties without written notice to the contractor.

Section D of the Scope of Works contains provisions that regulate the contractor’s construction methods for compliance with Government’s initiatives towards black economic empowerment. It also contains information on criteria used in the procurement process. No separate payment mechanism has been made available for the contractor to allow for his compliance with relevant black economic empowerment legislation. The contractor shall include such costs in the existing payment items under section B1303: Payment. However, non-compliance with the provisions of this section may lead to the imposition of penalties without written notice to the contractor.

Section E of the Scope of Works contains the specification that regulate the contractor’s construction methods so far as to ensure Occupational health and safety of his employees

and of the public. New pay item has been made available under this section to allow the contractor to make separate provision for the cost of health and safety regulations measures (including the OHS file which must be approved before any construction works can commence) during the construction process."

"(d) Contractor's ablution facilities

The Contractor shall, at each construction section, provide sufficient portable chemical latrine units. Furthermore, the Contractor shall also provide a portable chemical latrine unit at each temporary traffic control facility. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates tendered for the Contractor's time-related obligations."

B1303 MEASUREMENT AND PAYMENT

ADD THE FOLLOWING ITEMS:

B13.01	**Excavation for locating, protecting, or shifting of existing services, protecting, or shifting of existing services**	
(d)	Compliance with OHS Act [COVID-19 Latest Regulation Included]	month

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations, 2014) at all times for the full duration of the Contract, as described in the project specifications.

The successful Tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper and/or substantial compliance.

(e)	Compliance with OHS Act Regulations, Construction Regulation 7(8)	

Payment provisional sum for sub-item B13.00 (e) shall include full compensation for all the contractors' obligations relevant compliance with all OHS Act Regulations, Construction Regulation 7(8).

Handling Cost and Profit in respect of B13.01 (e)	% Percentage

The tendered percentage is a percentage of the amount actually spent under the provisional sum items, which shall include full compensation for the profit in connection with providing the specified service for OHS Act Regulations, Construction Regulation 7(8)

ADD THE FOLLOWING SUB-SUB-CLAUSE DEFINING 'THE CONTRACTOR'S GENERAL OBLIGATIONS':

"(iv) Complying with the requirements and conditions of the additional specifications relating to the Government's Broad Based Black Economic Empowerment and the Environmental Management Plan

Delete the third paragraph commencing "should the final value of the work ..... ".

Replace "clause 49" in the 4th, 8th and 10th paragraphs with "sub-clauses 13.7 and 13.8".

IN THE 11TH PARAGRAPH, THE FOLLOWING AMENDMENTS APPLY:

Start the paragraph to read "The tendered rate per month for all time related pay items represent full compensation ……." and

Delete "received the letter of acceptance in terms of clause 12" and replace with "date of commencement in terms of clause 8.1"...
In the last line, change "clause 45" to read "clause 8.4".

ADD THE FOLLOWING AT THE END OF SUB-CLAUSE (B) OF THE 11TH PARAGRAPH:

"... Such limitations to payments shall occur whenever the ratio of time to expenditure varies by more than 10%. For example, if payment for completed scheduled work is 30% of total scheduled work but more than 40% of time has expired, this pay item shall cease to be active until the difference between the relevant ratios is less than 10%.

ADD THE FOLLOWING NEW PARAGRAPHS:

"Payment of the rate per month for sub item 13.01(d) shall include full compensation for all the contractor's obligations relevant to Occupational Health and Safety legislation.
Should the combined total tendered for sub items (a), (b), and (c) exceed 10% of the tender sum (excluding CPA and VAT), the tenderer shall state his reasons in writing for tendering in this manner no any other reason will be acceptable after the tender closing date or during construction, should the tenderer fail to give reasons during or at tender stage the Engineer shall reduce the combined total tendered for sub items (a), (b), (c) and (d) not exceed 10% of the tender sum (excluding CPA and VAT) at his discretion at any given stage. The tenderer's attention is drawn to Form B1: Contractor's Establishment on Site, (bound in this Volume), to be completed by the tenderer.
If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the Pricing Schedule, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form B1.

Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of sub-clause 8.4 of the General Conditions of Contract, will be calculated by taking account only of pay items

for which the unit of measurement is “month”. All pay items for which the unit of measurement is "month" are deemed to be based on 23 working days per month.”

INSERT THE FOLLOWING PARAGRAPHS:

The tendered rate shall apply in the same manner as pay sub item B13.01(c) but shall not form part of the calculation of the restrictions imposed by Condition of Tender F.3.8(c) and Form to Tender B1: Contractor’s Establishment on Site. A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items.

ADD THE FOLLOWING AT THE END OF THIS PAY ITEM:

"The amount payable to the Contractor for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 45 of the General Conditions of Contract, shall be calculated as follows:

i) Account shall be taken of all time related items scheduled in Section 1300, 1400 and 1500.
ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 23 working days per month. Saturday considered a working day.
iii) Payment will be made only for items for which the unit of measurement is "month"

B5 SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

ADD THE FOLLOWING:

"It is a requirement of the contract that the offices for the engineer's supervisory staff shall be supplied with approved burglar proofing, the cost of which shall be taken as included in the relevant tendered rates for the provision of the specified building. In addition, the offices and any living accommodation are to be separated by at least 100m.

(b) Offices

ADD THE FOLLOWING SUB-CLAUSES:

"(xv) Steel plan cabinets shall be able to accommodate 30 AO – sized drawings hanging vertically from approved holders.

(xvi) Refrigerators

(xvii) Provision of floodlights complete with 500W minimum globes and poles which are to be controlled by a photocell for security purposes at the offices and laboratory of the supervisory staff.

(xviii) White board (0.9 m x 1.2 m)

The prime cost items shall include for the cost of all cellular telephone calls in connection with the contract administration for the duration of the contract.

A complete telephone service together with fax equipment shall be provided. The prime cost shall also include for the cost of telephone calls, fax and internet transmissions in connection with contract administration."

(c) Laboratories

IN THE SECOND PARAGRAPH, SECOND LINE SUBSTITUTE "DRAWINGS" WITH "FIGURES INCLUDED IN THE PROJECT DOCUMENT"

Laboratory Apparatus Required for the Mix Design of Cement Stabilised Materials

Overview of Equipment Required

(i) A moisture-curing room capable of maintaining a relative humidity of 95 to 100 % and a temperature of 22 to 25 °C or suitable plastic bags to hold specimens and carriers in an air-tight condition in a water-bath as described below.

(ii) Water-bath with thermostatic control capable of maintaining a temperature of 22 to 25 °C.
(iii) Compression testing machine capable of applying a rate of loading of 140 kPa/s and capable of measuring a load of 200 kN, accurate to 1 kN.
(iv) Compaction moulds, two or three segment split type, 152.4 mm diameter and 152.4 mm high with a detachable collar and base plate and a 25.4 mm thick spacer plate fixed to the base plate, or
(v) Compaction moulds 152.4 mm diameter and 152.4 mm high with a detachable collar and compaction base with a fixed 25.4 mm thick spacer plate with a suitable extrusion jack to extrude specimens from the mould. In both cases the base plate should be fixed to a concrete block at least 150 mm thick and weighing at least 200 kg.
(vi) 4,536 g ± 20 g tamper with a 50.8 mm ± 1.0 mm diameter face with a sheath to give a 457.2 mm ± 2 mm drop.
(vii) Steel straight-edge, about 300 mm in length and having one bevelled edge.
(viii) Rifflers.
(ix) Balance to weigh up to 15 kg, accurate to 5 g.
(x) Balance to weigh up to 2 kg, accurate to 0.1 g.
(xi) Steel tamper or small laboratory crusher.
(xii) Sieves: 0.075 mm to 37.5 mm.
(xiii) Iron mortar and pestle and a rubber-tipped pestle.
(xiv) Basins, approximately 350 mm in diameter.
(xv) Mixing basin, approximately 500 mm in diameter.
(xvi) Garden trowel.
(xvii) Spatula.
(xviii) Suitable containers to hold about 1 000 g of material for the determination of moisture contents. Drying oven, thermostatically controlled and capable of maintaining a temperature of 105 to 110 °C. Measuring cylinders, 1 000 ml and 500 ml capacity.
(xix) Water spray or sprinkler.
(xx) Filter paper, 150 rounds.
(xxi) Galvanised iron mixing baths 450 mm x 650 mm x 200 mm deep (at least three).
(xxii) Suitable carrier trays to hold specimens.
(xxiii) Air-tight containers with lids, about 20 litre capacity (at least four
(xxiv) 180 mm x 180 mm glass plate approximately 7 mm thick.
(xxv) Lubricating grease
(xxvi) 5 ml pipette
(xxvii) Thermometer measuring 0 to 50 ◦C

Comprehensive list

Table B1400/B				
Description	Dimensions	Quantity	Description	Quantity
37.5mm	450mm dia	1	(a) 400 litre	1
19.0 mm	450mm dia	1	(b) 240	1
4.75 mm	450mm dia	1	(c) 40 itre	1
75.0 mm	300 mm dia	1	Additional Racks	
63.0 mm	300 mm dia	1	(a) 400 litre	3
53.0 mm	300 mm dia	1	(b) 240 litre	3
37.5 mm	300 mm dia	1	(C) 40 litre	3
26.5 mm	300 mm dia	1	Balance (Electronic)	
19.0 mm	300 mm dia	1	(a)8-12kg /+ 0.1 g	1

Table B1400/B				
Description	Dimensions	Quantity	Description	Quantity
63.0 mm	200 mm dia	1	(b) 200-300 g /+ 0.01 g	1
53.0 mm	200 mm dia	1	(c) 20-30 kg /+ 1 g	1
37.5 mm	200 mm dia	1	**Basins**	
26.5 mm	200 mm dia	1	(a) 500 mm dia	10
19.0 mm	200 mm dia	1	(b)400 mm dia	10
13.2 mm	200 mm dia	1		
9.5 mm	200 mm dia	1	**Pans**	
4.75 mm	200 mm dia	1	(a)300 mmm square	10
2.36 mm	200 mm dia	1	(b) 250 mm round	10
2.0 mm	200 mm dia	1	(c) 350 x 250 mm (S/Steel)	10
0.425 mm	200 mm dia	1	Mortar – Iron (150mm)	1
0.075 mm	200 mm dia	1		
Pan	200 mm dia	1	**Dial Gauge**	
Lid	200 mm dia	1	(a) 0.01 mm divisions	
Mechanical Sieve shake		1	(b) 0.127 mm divisions	
			Copper or Brass Gauze Discs	
Rifflers			Measuring devices	
Riffler (37 mm openings)		1	Steel Ruler (300 mm)	2
Riffler Pans (37 mm openings)		3	Tape measure	
Riffler (25 mm openings)		1	(a) 3 m	1
Riffler Pans (25 mm openings)		3	(b) 30 m	1
Hotplate (Electrical)		2	Rake	2
Burner Gas+ Asbestos Plates		2	Shovel	2
Carboy (25 I: Distilled Water)		1	Spade	2
			Wire Scratch Brush (26 gauge)	

Table B14001/B	
Description	Quality
Air-tight Containers	
(a) 20 litre (CBR)	20
(b) 10 litre	20
Refuse Bin	1(optional)
Wheel Barrow	1
Canvas Sheet (2 m x 2 m)	5
Brooms	
(a) Hard	2

(b) Soft	1
Gloves (Asbestos)	1
CBR Soaking Bath (1 m x 1 m x 0.5 m)	3
Moulds (Slipt: Complete)	3
Water Bath (Thermostatical)	1
Balance (Mechanical)	
(a) 2.610 g	2
(b) 20 kg	1

B1404 SERVICES

(b) Water electricity and gas

ADD THE FOLLOWING:

"The supply of electricity and water to the offices and laboratories of the engineer's supervisory staff shall be maintained 24 hours per day. The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. Payment for the voltage regulator shall be deemed to be included in the rates tendered for the supply of power. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the contractor shall be liable for payment of all repair or replacement costs of such damaged items."

B1406 MEASUREMENT AND PAYMENT

ADD THE FOLLOWING SUBITEMS:

B14.03 Offices and Laboratory Fittings, Installations and Equipment

(d) Items measured by number

(xv) Steel Plan Cabinets No.

	Number
(xvi) Refrigerators	No. Number
(xvii) Floodlights completed with poles and 500Watt minimum globes	No. Number
(ivii) White board (0.8 x 12.m)	

The tendered rate for sub item B14.03 (a) (xvii) shall include for the operation of the lights from sunset to sunrise for the full duration of the contract."

(b)	**Prime cost items and items measured and paid for in a lump sum**	
	(ix) Provision of Cell phones costs, including pro-rata rentals, for calls in connection with contract administration	PC Sum Prime Cost Sums
	(x) Handling costs and profit in respect of sub-item 14.03(b)(ix) above	% Percentage

The tendered percentage is a percentage of the amount actually spent under sub-item B14.03 (b)(ix) and B14.03(b)(x) which shall include full compensation for the handling costs of the cellular phone, telephone services and fax facility

B6 SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

ADD THE FOLLOWING:

"It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 3344510 Fax: (012) 323 9574.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

B1502 GENERAL REQUIREMENTS

(a) Safety

ADD THE FOLLOWING:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

(f) Approval of temporary deviations

ADD THE FOLLOWING:

"If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the engineer for his approval."

(i) Traffic Safety Officer

ADD THE FOLLOWING TO THE END OF THE SECOND PARAGRAPH:

"The contractor shall submit a CV of the candidate to the engineer for approval before the candidate is appointed as the traffic safety officer.

"*Insert the following as* the *opening phrase to sub-sub-clause (i)*:

"make himself available to *discuss* road safety and traffic accommodation matter whenever required by the engineer and shall be responsible…"

ADD THE FOLLOWING AFTER SUB CLAUSE (III):

"(a) Record on neat and dimensioned sketches and submit to the engineer the position and sign reference number, where applicable, of each sign, barricade, delineator, cone,

amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the engineer.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

(b) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the engineer such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose. The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed."

ADD THE FOLLOWING SUB-SUB-*CLAUSES*:

"(ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non-working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor's site agent.

The traffic safety vehicle shall be a truck with a capacity of 3 tons and shall be equipped with a high visibility rear panel in accordance with the requirements of the SARTSM. The words TRAFFIC CONTROL shall be written on a warning sign in highly legible letters, not less than 200mm high, and the sign shall be mounted on the vehicle at least 1,5m above ground level. The proposed sign and letter dimensions shall be submitted to the engineer for his approval. The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor's establishment on site.

(x) Ensure that all obstructions related to the contractor's activities be removed before nightfall where applicable as instructed by the engineer and that the roads are safe for night traffic.

(xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502(i), also be responsible for the removal of broken down vehicles off the roadway and implementing

actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.

(xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information."

ADD THE FOLLOWING SUB-CLAUSES:

"(k) Site Personnel

The contractor shall ensure that all his personnel, including those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

(l) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R20 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 R5000, 00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

(m) Proposed Construction Categories and Stages

The pricing schedule for accommodation of traffic is based on the postulated sequence of work described in Part C4: Site Information clause B4.1.1 (b). The tenderer must price according to this programme but when called upon to produce the contract programme may decide to apply a different sequence. However, any change will not entitle the contractor to rights of variation and the offered rates to the pay items of the pricing schedule shall stand unaltered.

An alternative method of accommodation the traffic may be offered at tender stage but will only be considered if the tender conditions pertaining to the pricing schedule have been fully satisfied.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

REPLACE THE FIRST SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

REPLACE THE THIRD PARAGRAPH WITH THE FOLLOWING:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the engineer shall not be departed from without prior approval of the engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

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

(a) Traffic control devices

ADD THE FOLLOWING AT THE END OF THE LAST PARAGRAPH:

"At each traffic control point, an all-weather shelter of at least three (3) square metres capable of accommodating two operators, with a clear window, a stable door, two chairs and a portable chemical toilet that shall be regularly maintained, shall be provided. Each control point shall have a generator and 3 No. 2 x 400w metal halide floodlights spaced 50m apart mounted onto 9m winched fibreglass poles bolted to a 1,5m buried galvanized stem to light up the traffic control point at night time when traffic signals are used."

(b) Road signs and barricades

ADD THE FOLLOWING:

"The contractor shall be responsible for the protection and maintenance of all signs and delineators and shall at his own cost replace any that have been damaged, lost, or stolen. All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The

only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind.

The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs. The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted and shall constitute penalty. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10."

(c) Channelization devices and barricades

ADD THE FOLLOWING:

"The use of drums as channelization devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub-clause 1503(d).

Delineators shall:

(i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;

(ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;

(iii) have the lower edge of the reflective part of the delineator mounted not be lower than 250mm above the road surface;

(iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18m2 and ballasted by sandbags with sand;

(vi) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

(e) Warning devices

ADD THE FOLLOWING:

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

(i) Vehicle mounted flashing lights

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

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic. Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

(ii) Sign mounted flashing lights Two amber flashing lights (truck type LED flashing indicator lights or approved rotating lights operated from 12 volt vehicle batteries) shall be vertically mounted inside a yellow reflective backing board on top of each of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness. Temporary flashing lights operated with torch batteries shall not be allowed."

ADD THE FOLLOWING SUB-CLAUSES:

"**(g) Other traffic control measures ordered by the engineer**

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on

the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

(h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator. One flagman shall be positioned near the 60 km/h sign placed 300 m before the stop/go area and a second roving flagman shall be positioned approximately 200 m before the end of traffic queue to indicate to the on-coming traffic to slow down and stop at the end of the queue.

At night time when traffic signals are used only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required to be positioned approximately 200 m before the end of the traffic queue at each traffic control point. The traffic light operator at the stop/go point shall also be equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. This flagman shall be provided at the 80-km/h sign to warn the traffic about the closure.

No flagman shall be on duty for a period of more than 10 hours per day. Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white. Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1,0m in length. In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone at all times."

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

ADD THE FOLLOWING PARAGRAPH:

"Where road is constructed in half width, the length of temporary deviation shall not exceed 4km where traffic is accommodated along the R505(P13-4) and the existing half surfaced roadway is used for traffic accommodation."

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

EDIT THE FIFTH PARAGRAPH AS FOLLOWS:

DELETE THE WORD "ENTIRE" *AND REPLACE WITH* "TRAFFICKED"

ADD THE FOLLOWING TO THE 6TH PARAGRAPH:

"Where the road is constructed in half width, during the night traffic shall be control using controlled temporary traffic lights unless or otherwise instructed by the Engineer in writing''.

B1510 EXISTING ROADS USED AS DEVIATIONS

ADD THE FOLLOWING:

The contractor shall indemnify the employer and his agent against all proceedings, claims, actions, damages and costs which may arise from or be related to damage to vehicle or property or injury to persons as a result of loose stones or aggregates on the road surface or as a result of bituminous applications during construction of the works. The contractor shall arrange his activities so that construction traffic and equipment do not unnecessary obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the contractor shall not stop or delay public to make way for construction traffic.

B1517 MEASUREMENT AND PAYMENT

B15.03 Temporary Traffic-Control Facility

(a) Flagman man-days

"The unit of measurement shall be a full day and night worked by flagmen.

A man-day shall be deemed to comprise of three eight hour shifts in a twenty four hour period.

Three shifts of eight hours per flagman equates to one man-day. Shorter single portion shifts (6 to 10 hours) shall be measured as a half man-day."

(n) Other traffic control measures ordered by the engineer

(i) Provision of other traffic control — Prov. Sum Provisional Sum

(ii) Handling Cost and Profit in respect of Item B1503 (n) (i) above — % Percentage

Expenditure under this item shall be made in accordance with the general conditions of contract, sub-clause 13.5, for the supply and installation of any additional signs or other traffic control measure ordered by the engineer in accordance with clause B1503(g)

The tendered percentage is a percentage of the actual amount spent under sub-item B15.03 (n)(ii), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing other signs and traffic control measures ordered by the engineer.

B15.05	**Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:**	
(a)	Temporary deviations	m^3
(b)	Existing gravel shoulders	m^3
(c)	Within the road reserve	m^3

The unit measure shall be a cubic meter of gravel provided as a wearing course for the surfacing temporary deviations and existing shoulders and elsewhere within the road reserve computed form the dimension of the layer as actually constructed in place in accordance with the engineer's instruction.

Where measurement by the above method is considered impractical by the engineer, the volume may be taking 70% of the loose volume of the gravel as measured in the hauling.

The tendered rate shall include full compensation for procuring, furnishing, placing, and compacting the gravel wearing course, including a free-haul distance of 1.0 km, and the repair of local sections of the temporary deviations and gravel shoulder

B15.10	**Accommodation of traffic where the road is constructed in half-width**	km

ADD THE FOLLOWING NEW PARAGRAPHS:

"Half-width construction is defined as roadwork's or rehabilitation of the layers on one or both side of the existing road where 2-way traffic cannot be accommodated or where two-way traffic can be accommodated but using contra-flow conditions. Cognisance should be taken that for the sections controlled by temporary traffic signals for half-width construction, payment shall be made once only and payment for the changeover of the trafficked lanes shall not be made.

Where payment is made for a section of road in item B15.10, payment shall not be made under item B15.01."

B15.11	**Traffic Signals**	
(a)	Provision of eight traffic signals complete as specified	Lump Sum
(b)	Operating cost for two signals	Days

The tendered lump sum shall include full compensation to provide and operate traffic control equipment for construction areas, namely a set of two traffic signal lights on 2,5m high steel poles complete with all electrical wiring, 3m^2 all-weather shelter complete with lighting, portable chemical latrines, generators and standby generators to provide electricity to traffic signals and floodlights, 5 No. 2x400w metal halide floodlights on both of the approaches to each signal mounted at 50 m spacing onto 9m winched fibreglass poles bolted to a 1,5m buried galvanized stem complete with electrical wiring, and the necessary personnel and stop/go traffic controllers equipped with flags and Stromberg or similar approved wands and trained to operate these traffic signals in accordance with the SARTSM.
The two way communication devices are measured separately in item 15.03(m). The daily collection and removal of rubbish dropped by motorists shall be included in the rate tendered for sub-item B15.11(b)"

B15.14 Traffic Safety Officer month

The unit of measurement shall be the period in months that the approved traffic safety officer is employed upon the instruction of the engineer. The tendered rate per month shall include full compensation for the cost of the traffic safety officer to conduct his duties as specified in sub-clause B1502 (i)

B15.15	Penalties	m^3
(a)	Fixed penalty per occurrence	No. Number
(b)	Time-related penalty	hr. Hour

The unit measurement shall be a number of occurrences for a fixed penalty of R30 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.

The unit measurement for time related penalty shall be an hour in addition to the fixed penalty calculated for the time of non-compliance until corrective measures are completed in terms of sections 1500

B7 SECTION 1600: OVERHAUL

B1602 DEFINITION

(a) Overhaul

ADD THE FOLLOWING UNDER SUBCLASSES (V) BEFORE THE MATERIALS…

All to read "All Materials including bituminous surfacing irrespective of depth/thickness…."

(b) Overhaul

REPLACE THE SUB-CLAUSE WITH:

"Payment shall only be made for material hauled in excess of 1 kilometre. Overhaul shall be measured as the product of the volume of material hauled and the overhauled distance.

(d) Free-haul distance

REPLACE THE LAST SENTENCE WITH:

"This distance shall be 1 kilometre in the case of all overhaul materials"

B1603 MEASUREMENT AND PAYMENT

B16.02	**Overhaul on material hauled in excess of 1.0km (ordinary overhaul)**	m^3-km

AMEND ITEM AS FOLLOWS:

Delete the first paragraph of the first set of notes and replace it with the following :

"Only ordinary overhaul for haul in excess of 1.0 km will apply to all types of, spoil, fill and layer work materials. No restricted overhaul will be applicable on this contract. *"No overhaul will be applicable for any material obtained from commercial sources on this project.*

Overhaul from designated borrow pits in excess of 1,0km will be paid under this contract subject to the condition that the contractor shall submit a method statement to the engineer for approval indicating how he intends extracting material from the various borrow pits for construction of sections of the roads, so that the total overhaul costs are minimised.

B8 SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

ADD THE FOLLOWING:

"Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as "temporary stockpiling of topsoil" or "unsuitable roadbed material" or "cut to spoil" whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200"

(c) Conservation of topsoil

ADD TO THE END OF THE 1ST PARAGRAPH:

Replace the second paragraph of this clause with the following:

"After clearing and grubbing, all topsoil shall be removed to either windrows alongside the construction area or to stockpile. Where ordered by the engineer, any topsoil that shall be required for the top soiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities. Where new borrow pits are to be opened up the topsoil shall first be removed (independently of the overburden) and placed in temporary stockpiles at the edge of the borrow pit.
The contractor shall be responsible for the control of any germination of weed seeds within topsoil used on site. Areas such as stockpiles, borrow pits and spoil sites shall be stripped of all topsoil before work may commence within the area. Should a larger site for any of the above be required during construction, the contractor shall refer to the DEO for best practice methods on ensuring the preservation of the additional stripped topsoil. The topsoil shall be kept free of all foreign material generated during construction. This shall include all stone and bituminous products. All work shall be deem to have been incorporated in the rates"

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

ADD THE FOLLOWING:

"Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work due to the steep side slopes of the embankments. An additional pay-item is allowed for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner."

B1704 MEASUREMENT AND PAYMENT

B17.01 Clearing and grubbing of:

CHANGE ITEM 17.01 TO READ AS FOLLOWS:

(a)	Normal areas	
	(i) Within the road reserve	ha. Hectare
	(ii) Within the road reserve for stockpiling	ha. Hectare
	(iii) In borrow pits	ha. Hectare
(b)	Existing fill embankment with Slopes steeper than 1:4	ha. Hectare

Measurement and payment for sub-items (a) and (b) shall be as specified for item 17.01 of the standard specifications. Where distinction is made for clearing and grubbing existing fill embankments with slopes steeper than 1:4 (vertical: horizontal), payment shall be made under item B17.01."

AND ADD THE FOLLOWING TO THE MEASUREMENT AND PAYMENT BELOW LAST PARAGRAPH:

"Clearing and grubbing of the construction camps and any stock pile areas shall not be measured separately and shall be deemed to be included in the rates tendered for item B13.01.

B17.07 Removal of topsoil and unsuitable material and temporary stockpiling thereof in:

(a)	Windrow alongside the work area	m^3
(b)	Temporary stockpiles after loading material into truck including all hauls	m^3

The unit of measurement for items (a) and (b) shall be the cubic metre of topsoil removed to windrow or temporary stockpile. The volume of topsoil removed shall be measured in cut,

calculated from the difference in cross-sections of the natural ground level before the commencement of clearing to cross-sections taken after the removal of the topsoil.

The contractor shall constantly liaise and agree with the engineer as to the depth of topsoil to be removed. Where, in the opinion of the engineer, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the engineer, material that would normally be classed as topsoil has also been excavated, the excavation shall be backfilled and compacted with selected material at the contractor' expense. Should material that is deemed by the engineer not to be topsoil, be removed and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the engineer.

The rates tendered shall include for the excavation of the topsoil and where required, the loading and hauling thereof to temporary stockpile as well as the maintenance of the stockpile until re-use of the material. The rates tendered shall also include for all supervision required to ensure that only topsoil is removed.

B9 SECTION 1800: DAYWORKS

B1801 SCOPE

This section covers the listing of daywork items in accordance with the general conditions of contract sub-clause 13.6 as amended by Particular Condition, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless written authorisation has been obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

B18.01 Personnel

ADD THE FOLLOWING NEW PAYMENT ITEMS:

(a)	Unskilled labour	hr. Hour
(b)	Semi-skilled labour	hr. Hour
(c)	Skilled labour	hr. Hour
(d)	Ganger	hr. Hour
(e)	Foreman hr 200	hr. Hour

B18.02 Equipment

(a)	Front end loader (60kW)	hr. Hour
(b)	Tractor loader backhoe 4x4 (50kW)	hr. Hour
(c)	Track excavator (125 kW)	hr. Hour
(d)	Bulldozer with rippers (125 kW)	hr. Hour
(e)	Tip truck (6 m^3)	hr. Hour
(f)	Pad foot roller (12 ton)	hr. Hour
(g)	Pedestrian roller (700 kg)	hr. Hour

(h)	Concrete mixer with loading hopper (400 litre)	hr. Hour
(i)	Water bowser (1000 litre)	hr. Hour
(j)	Concrete vibrator including power unit (26mm – 75mm poker size)	hr. Hour
(k)	Water pump (75mm diameter with	hr. Hour
(l)	Compressor (450 cfm) with hose and tools	hr. Hour

B18.03 Material

(a)	Procurement of materials	Prov. Sum Provisional Sum
(a)	Contractor’s handling cost, profits and all other charges in respect to sub-item B18.03 (a)	(%) Percentage

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the personnel described under item B18.01 the contractor must obtain written consent from the engineer regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant. The unit of measurement for sub-item B18.03 (a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for. The percentage tendered for sub-item B18.03 (b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under sub-item B18.03 (a) and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.04 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the engineer.

The tendered rate for item B18.04 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.
The above mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

B10 SECTION 2100: DRAINS

B2101 SCOPE

AMEND THE FIRST PARAGRAPH TO READ:

"This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the engineers, and the test flushing of subsoil drains."

B2103 BANKS AND DYKES

ADD THE FOLLOWING:

"Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy)."

B2107 MEASUREMENT AND PAYMENT

B21.01 Excavation For Open Drains

(a)	Excavation soft material situated within the following depth ranges below the surface level:	
	(i) 0m up to 1.5m	m^3
	(ii) Exceeding 1.5m and up to 3.0m	m^3
(b)	Extra over sub item B21.01 (a) for excavation in hard material, irrespective of depth	

Measurement and payment shall be as specified for item 22.21.01 in the standard specifications taking into account the below mentioned."

ADD THE FOLLOWING TO THE PENULTIMATE PARAGRAPH:

"The tendered rate shall also include full compensation for trimming the open drains, and where quantified in the bill of quantities shall be upon the instruction of the Engineer. The contractor's attention is drawn in relation to trimming of open drains regardless of slope and material variation that, all incidental work related trimming of open drains must be included in the related bulk tendered, thus no separate payment will be made unless or otherwise instructed by the Engineer."

B11 SECTION 2200: PREFABRICATED CULVERTS

B2201 SCOPE

ADD THE FOLLOWING:

"The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the engineer has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The engineer must be given the opportunity to load test units if he considers this necessary".

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

(a) Depth of excavation

ADD THE FOLLOWING TO THE END OF THE FIRST PARAGRAPH:

"Excavated material shall not be placed closer than 1.5 m to the edge of the excavated trench regardless of the depth of the trench or the size of the pipe being placed."

(a) Width of excavation

ADD THE FOLLOWING TO THE END OF THE FIRST PARAGRAPH:

"For excavation depths less than 1.5 m the paid width of all trench excavations for the installation of box culverts shall be the width of the precast box unit (not floor slab) plus 600 mm on either side of the box culvert unit. This width may be increased if, in the opinion of the engineer, poor ground conditions require the use of propping and shoring. For excavation depths greater than 1.5 m propping and shoring must be provided. The paid width of all trench excavations for the installation of box culverts shall be the width of the precast box unit (not floor slab) plus 1 500 mm on either side of the box culvert unit to allow for the placing of propping and shoring equipment."

ADD THE FOLLOWING NEW SUB CLAUSE:

“(c) Shoring of excavations

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01

Wherever the depth of the excavation for the culvert exceeds a depth of 1.5 m below the surface of the ground or the road the sides, and the end for half width construction, of all trench excavations shall be suitably propped and shored to prevent any collapse from occurring.

The contractor is solely responsible for the safety of his works and workmen and if the contractor considers it necessary to increase or bench / slope back the width of his excavation (or part of his excavation) wider than the specified paid width of 1 500 mm each side of the box culvert unit (depending on the method of shoring used by the contractor) then the cost of such additional excavation shall be included in his tendered rates.

The costs of all propping and shoring required shall be included in the rates tendered for payment items B22.01 (a) (i) to (ii).”

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section”.

B2218 MEASUREMENT AND PAYMENT

B22.12 Removing existing concrete

(a)	Plain concrete	m^3
(b)	Reinforced concrete	m^3

ADD THE FOLLOWING TO THE SECOND LINE OF THE SECOND PARAGRAPH AFTER

"… demolition":
", breaking down into particle sizes not exceeding 300 mm maximum dimension and disposal as directed by the Engineer"

B22.29 Cutting concrete with concrete cutter

(i)	Reinforced concrete	m

Unit measure shall be a meter of reinforced concrete cut.

Tendered rates shall include full compensation for supplying tools and equipment, labour including disposal of concrete irrespective of depth, width or strength. Rates should include dealing with water or keeping excavations free from water for the duration of construction activity where applicable.

B22.30/ 22.05 Dewatering and keeping dry of culvert excavation m

The unit of measurement shall be the number of culverts constructed. The tendered rate shall be full compensation for dewatering and keeping dry of the culvert excavations until the backfill is completed.

Payment shall be as follows:

- 70% of the payment shall be made after the barrel of the culvert has been constructed and backfilled.
- Remaining 30% of the payment shall be made after the wing walls have been constructed and backfilled.

B12 SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LINING FOR OPEN DRAINS

B2301 SCOPE

ADD THE FOLLOWING:

"The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

Type A: Precast kerbing-channel combination (semi-mountable kerbing Fig 3 and 300mm channel) on bridge approach, (SABS 927-1969)
Type B: Precast kerbing-channel combination (mountable kerbing Fig 8c and 150mm channel) at bellmouth, (SABS 927-1969)
Edge beam: 200mm x 200mm in-situ concrete kerbing at farm access and at the end of construction of intersections of R505 (P13/4).
Berm: 100mm x 80mm Asphalt berm
Type C: "V"-shaped earth channel, 2.0m wide
Type D: "V"-shaped earth channel, 1.5m wide
Type E: "V"-shaped in-situ concrete channel, 2.0m wide
Type F: "V"-shaped in-situ concrete channel, 1,5m wide

ADD THE FOLLOWING TO THIS CLAUSE:

"This section also covers the replacement of damaged concrete kerbing, channelling and vertically realignment to suite new final road levels."

B2304 CONSTRUCTION

ADD THE FOLLOWING TO THE FIRST PARAGRAPH OF SUB-CLAUSE 2304 (C):

Where directed by the Engineer to use downpipes in place of insitu concrete chutes, downpipes shown on Drawing shall be 300mm diameter uPVC pipes.

ADD THE FOLLOWING SUB-CLAUSE:

"(i) Removal of existing kerb and channel

Where shown on the drawings and/or indicated by the engineer, the existing kerb and channel shall be removed and transported to spoil as directed."

B2307 MEASUREMENT AND PAYMENT

"Item **Unit**

B13 SECTION 3100: BORROW MATERIAL

B3101 SCOPE

ADD THE FOLLOWING INTERPRETATION:

"All reference to "borrow pit" or "borrow area" shall mean the local municipal borrow pit and/or privately owned borrow pit."

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

ADD THE FOLLOWING TO SUB-CLAUSE 3102(A):

"Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pit(s) is/are situated. The engineer's representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 Negotiation with the Owners and Authorities and clause 1225 Finishing-off Borrow Areas and Haul Roads of the specifications shall be borne entirely by the contractor."

B3103 OBTAINING BORROW MATERIALS

ADD THE FOLLOWING NEW PARAGRAPH:

"The contractor shall adhere to the requirements within the environmental management plan for the preparation of the area to be utilised as a borrow pit. This shall include the removal and storage of the topsoil within the affected area, maintenance of the area during use and the rehabilitation of the area to its natural state on completion. A photographic record shall be kept of all borrow pit areas (i.e before construction, during and at the end) The Engineer will request photographic records at any given stage of the contract. The contractor must keep good records and cost must be incorporated the rates. Any construction material spoiled within these sites shall be buried to a depth of no less than 300mm below the surface soil. No construction material of any nature shall be left visible after top soiling. The engineer shall confirm this before grassing commences. The area shall be kept free of all undesirable plant material refer (5807(e)).

Sub item B31.03 (b) for finishing-off borrow areas in intermediate material shall not be applicable on this contract. No distinction shall be made between soft and intermediate material and no additional payment shall be made for intermediate material. All finishing off of borrow areas in intermediate material shall be classified and paid for as finishing of borrow areas in soft material."

(a) General

ADD THE FOLLOWING:

"The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer."

(b) Use of borrow materials

ADD THE FOLLOWING TO THE SECOND PARAGRAPH OF THIS SUBCLAUSE:

"Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor's responsibility and entirely at his own expenses."

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

ADD THE FOLLOWING:

"All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

(f) Protecting borrow pits

ADD THE FOLLOWING:

"It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including a access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified by the employer, be dismantled and removed or left in-place as instructed by the employer. Payment for fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

In addition to fencing, Security Guards shall be supply on a 24 hour, 7 days a week basis, with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits."

ADD THE FOLLOWING NEW SUBCLAUSE:

"(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor's own cost to the satisfaction of the engineer."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

ADD THE FOLLOWING TO THIS CLAUSE:

"Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and payment for such extra work shall be made using daywork items as scheduled under this section."

B3108 MEASUREMENT AND PAYMENT

B31.01 Excess overburden

CHANGE ITEM 31.01 TO BE READ AS FOLLOWS:

(a)	Depth up to and including 0,5m	m^3
(b)	Depth exceeding 0,5m and up to 1,0m	m^3

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable."

B31.04 Compensation to landowners

ADD THE FOLLOWING NEW ITEM:

(a)	Prime cost sum for compensation to landowners	Prov. Sum Provisional Sum
(b)	Handling cost and profit in respect of sub item B31.04 (a) above	(%) Percentage

Measurement and payment shall be in accordance with the provisions of clause 48(2) of the General Conditions of Contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the engineer.

The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage is an extra over percentage on the amount actually spent under sub-item B31.04 (a)

B31.05/ 5500	**Provision of wire-mesh fencing and gates around borrow pits**	km

The unit measure shall be a km of wire mesh fencing installed in consultation with the engineer. Payment shall be as specified under item 55.02 of the standard specification

B14 SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

ADD THE FOLLOWING AT THE END OF THE SECOND PARAGRAPH:

"For chemically stabilised layers the material shall conform to the requirements in table B3402/5."

B3405 CONSTRUCTION TOLERANCES

(e) Cross-section

DELETE THE SECOND PARAGRAPH AND REPLACE WITH THE FOLLOWING:

"The normal cross fall of the road wearing course where the road is in a straight horizontal alignment, is specified as 2% as shown on the drawings.

At any cross-section the measured cross fall between any two points shall at least be 2,3% and not more than 2,5%. At any cross-section the actual level at any point shall not be higher than 10mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and crossfall deviations."

(f) Surface regularity

ADD THE FOLLOWING:

"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on either side of the joint of the layer covering at least a 30m length into the newly constructed section."

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING:

"Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications".

B3407 MEASUREMENT AND PAYMENT

B34.01 Compensation to landowners

ADD THE FOLLOWING ITEM TO B34.01(g)

(g)	**Gravel shoulder G7 material compacted to 93% of modified AASHTO density in 150 mm thick layers**	
	(i) With material from borrow pit	
	(1) 93% of modified AASHTO density	m^3

The unit measurement and payment shall be as specified under measurement and payment under clause 34.01(g).

B15 SECTION 3500: STABILIZATION

B3502 MATERIALS

(a) Chemical stabilising agents

DELETE SUB-CLAUSES (II) ORDINARY PORTLAND CEMENT AND (III) PORTLAND BLAST-FURNACE CEMENT AND REPLACE WITH THE FOLLOWING:

"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32, 5 shall not be permitted.

On this contract CEM II 32.5(N) cement shall be used for stabilisation purposes."

Irrespective of the quantities of road lime or cement included in the pricing schedule, the actual quantities to be used shall be based on the stabilisation test results to be carried out during construction. The use of any one or any combination of the stabilising agents is thus possible."

B3503 CHEMICAL STABILISATION

(h) Curing the Stabilised work

ADD THE FOLLOWING TO PARAGRAPH:

"Method (iii) and (iv) shall not be applicable."

(i) Construction limitations

In Table 3503/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "3 hours"

ADD THE FOLLOWING:

"No stabilisation shall be done with falling air temperatures when the air temperature falls to below 70, or during rising air temperatures, when the air temperature is below 3^0 C.

Moisture content tests shall not be undertaken more than one day in advance of in- situ stabilisation operations. Care shall be taken to ensure that samples are representative of the in-situ material. Checks shall be conducted when wet weather occurs between initial testing and work commencing on any section."

In Table 3503/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "3 hours".

B3506 TOLERANCES

(b) Uniformity of mix (chemical stabilisation)

The uniformity of mixing of the stabilization agent shall be controlled using the test methods prescribed in Clause 8206.

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

"The test results and measurements will be judged in accordance with the provisions of Section 8300."

B16 SECTION 4100: PRIME COAT

B4102 MATERIAL

(b) Aggregate for blinding

ADD THE FOLLOWING SENTENCE:

"Blinding of the primed surface with aggregate shall only be permitted to facilitate vehicular access to adjoining properties shall be in conjunction with the Engineer's approval"

B4104 WEATHER AND OTHER LIMITATIONS

REPLACE PARAGRAPH (G) WITH THE FOLLOWING:

"(g) When the moisture content of the upper 50mm of the layer is higher than 50% of the optimum moisture content determined according to TMH 1, Method A7"

B4106 APPLICATION OF THE PRIME COAT

ADD THE FOLLOWING TO PARAGRAPH (C):
"The nominal application rate of the prime shall be 0,7ℓ/m^2. Unless directed otherwise by the engineer or indicated on the drawings, the edges of the primed surface shall be 100mm wider than the edges of the surfacing where there is no kerbing."

ADD THE FOLLOWING SUB-CLAUSE:

"(j) Application in areas treated by reworking and construction of a new base shall be primed using a mechanical distributor complying with sub-clause 4103(a). The edges of the previously constructed or existing surfacing shall be adequately protected by approved means to ensure that an overlap of prime not exceeding 50mm is sprayed onto the previously constructed or existing surfacing."

B4108 TOLERANCES

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

"The actual spray rates measured at spraying temperature shall not deviate by more than 8.0% from that ordered by the engineer. The engineer may, at his discretion, conditionally accept application rates falling outside this tolerance at reduced payment in accordance with Table B4108/1.

TABLE B4108/1: PAYMENT REDUCTION FACTORS FOR CONDITIONALLY ACCEPTED PRIME COAT

Deviation specified spray rate at spraying temperature. (%)	Payment reduction factor of tendered rate.
±8,0	1.00
±9,0	0.97
±10,0	0.95
±11,0	0.90
±12,0	0.85

±13,0	0.80

Any deviation outside these limits shall not be paid for, however, the engineer shall have the right to instruct the contractor to make up any deficiency, or blind excessive prime without additional payment. Where so instructed, the material for blinding shall consist of approved, but shall consist of screened 4,75mm nominal single size aggregate. The use of crusher dust for blinding shall not be permitted. If under-spraying occurs, and it is accepted by the engineer, only the actual quantities applied shall be paid for."

B4109 TESTING

AMENDMENT:

"Change 24 hours' notice in the first sentence to read 48 hours' notice exclusion of non-working days

ADD THE FOLLOWING:

"No payment will be made if this condition is not adhered to. The contractor shall provide, at his cost, representative samples of every batch of prime delivered onto site.

REMOVE THE LAST SENTENCE WHICH START WITH unless or Otherwise Agreed In Advance with…….

AND REPLACE WITH Unless or Agreed with In Advance the Contractor Shall Only Spray When the Residence Engineer Is Present. "

B17 SECTION 5100: PITCHING, STONEWORK AND PROTECTION AGAINST EROSION

B5102 MATERIAL

(a) Stone

REPLACE THE 2ND PARAGRAPH WITH THE FOLLOWING:

"Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the engineer."

B18 SECTION 5200: GABIONS

B5201 SCOPE

ADD THE FOLLOWING PARAGRAPH

"This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the engineer."

B5203 CONSTRUCTION OF GABION CAGES

(a) General

ADD THE FOLLOWING NEW SUB-CLAUSE:

"(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204 CONSTRUCTING GABIONS

(c) Assembly

DELETE AND SUBSTITUTE WITH:

(c) Assembly, erection and stretching

(i) Assembly

"Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

(d) Rock filling

ADD THE FOLLOWING NEW SUB-SUB-CLAUSE:

(iii) General

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

ADD THE FOLLOWING NEW SUB-CLAUSES:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all

tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions."

B19 SECTION 5600: ROAD SIGNS

B5601 SCOPE

Replace "South African Road Traffic Signs Manual" in the second paragraph with:
"SADC Road Traffic Signs Manual"

"This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer."

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

ADD THE FOLLOWING:

"The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(a) (ii) Steel profile road signboards

ADD THE FOLLOWING:

"Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour."

B5604 ROAD SIGN FACES AND PAINTING

ADD THE FOLLOWING NEW SUBCLAUSE:

"(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification."

B5605 STORAGE AND HANDLING

ADD THE FOLLOWING:

"The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material covering the sign face with an impermeable material that does not allow free circulation of air."

B5606 ERECTING ROAD SIGNS

(c) Erection

ADD THE FOLLOWING:
"After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer."

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

ADD THE FOLLOWING:

"Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels."

B5609 MEASUREMENT AND PAYMENT

B56.01	**Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:** *AMEND THE LAST TWO LINES OF THE SECOND PARAGRAPH TO READ:* "completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists' view of the new or replaced sign board."	No. Number
B56.09	**Danger plates at culverts/structures (W401) on a 75mm diameter x 1.8m long galvanized steel post** *ADD THE FOLLOWING PAY ITEMS:* (i) 150mm x 600mm	No. Number

	(ii) 200mm x 800mm	No. Number
	(iii) 250mm x 1000mm	No. Number

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings."

B56.10 T-Junction Chevron

ADD THE FOLLOWING PAY ITEMS:

	(i) 150mm x 600mm	No. Number
	(ii) 3600mm x 600mm	No. Number

The unit of measurement shall be the number of T-Junction Chevron provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings."

B56.11	**Replace marker boards on new kilometre post**	No. Number

The unit of measurement shall be the number of reference marker boards provided and attached to existing kilometre posts in accordance with the drawings.

The tendered rate shall include full compensation for the manufacturing and supplying of the completed marker boards, for attaching the marker board to existing posts along the route and for all materials equipment, labour, nuts and bolts necessary for attaching the marker board as specified."

The tendered rate shall include full compensation for all the labour and material, painting, retro-reflective material, posts, excavation, backfilling, etc. as may be necessary for completing the work in accordance with the details shown on the drawings."

B20 SECTION 5700: ROAD MARKING

B5701 SCOPE

REPLACE

"South African Road Traffic Signs Manual"

IN THE SECOND PARAGRAPH WITH:

"SADC Road Traffic Signs Manual"

B5702 MATERIALS

(b) Road studs

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"All square road studs shall have a footprint of 100mm x 100mm and a height of 20mm. Round road studs shall be 100mm in diameter and 20mm in height. Only non-metallic products with glass as reflective material shall be used. Shanked road studs shall be used on the outside slow lane shoulders and only where the pavement layers are appropriate. The road studs shall be fixed to the road with an approved bituminous based adhesive."

B5706 SETTING OUT THE ROAD MARKINGS

ADD THE FOLLOWING:

"Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Engineer before the Contractor commences with the road marking."

B5707 APPLYING THE PAINT

ADD THE FOLLOWING:

"The Contractor's establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site."

B5711 GENERAL

INSERT THE FOLLOWING INTO THE LAST SENTENCE OF THE LAST PARAGRAPH BETWEEN "BLACK PAINT" AND "OR CHEMICAL PAINT REMOVER":

", bituminous emulsion, slurry"

ADD THE FOLLOWING TO THE LAST PARAGRAPH:

"Where black paint is used, it shall be matt."

ADD THE FOLLOWING NEW CLAUSE:

"B5715 REMOVAL OF EXISTING ROAD STUDS

The existing road studs shall be removed from the road surface prior to milling."

B5714 MEASUREMENT AND PAYMENT

B57.05 Road stud

ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE SECOND PARAGRAPH:

"No additional payment will be made should temporary or permanent road studs be replaced if lost or broken during the construction period or the maintenance period."

B57.06 Setting out and remarking the lines

Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	kilometre

ADD THE FOLLOWING:

"Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking."

B21 SECTION 5900: FINISHING OF ROAD RESERVE

B5901 SCOPE

IN THE FIRST LINE OF THE SECOND PARAGRAPH, INSERT THE FOLLOWING AFTER 'THIS SECTION'

"...distinguishes between new construction and renewal construction. When construction is new, as in the case of new alignments for example, then this section"

B5902 FINISHING THE ROAD AND ROAD RESERVE

RETAIN THE EXISTING PARAGRAPHS AS NEW SUB-CLAUSE:

"(a) New construction"

REPLACE THE SIXTH PARAGRAPH WITH:

"All materials resulting from the finishing operations shall be disposed of at approved spoil sites."

ADD THE FOLLOWING:

"(b) Renewal construction

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, top soiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert in lets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites."

SECTION C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

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C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

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ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, **Makhuduthamaga Local Municipality**, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the **Makhuduthamaga Local Municipality** achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by **Makhuduthamaga Local Municipality** as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the **Makhuduthamaga Local Municipality** before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the **Makhuduthamaga Local Municipality** shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 19960 and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: “Agreement with Mandatary” in his agreement with such Contractors.

* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHS Act
Batch Plant Supervisor	(Construction Regulation 6(1)
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(GeneralSafetyRegulation13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6)
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunnelling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)

Working on/next to Water Supervisor (Construction Regulation 24)
Welding Supervisor (General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the **Makhuduthamaga Local Municipality** together with concise CVs of the appointees. All appointments must be officially approved by **Makhuduthamaga Local Municipality**. Any changes in appointees or appointments must be communicated to **Makhuduthamaga Local Municipality** forthwith.

The Principal Contractor must, furthermore, provide **Makhuduthamaga Local Municipality** with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition, **Makhuduthamaga Local Municipality** may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

* Notification of Construction Work (Construction Regulation 3.)
* Copy of OH&S Act (updated) (General Administrative Regulation 4.)
* Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
* OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
* Copies of OH&S Committee and other relevant Minutes
* Designs/drawings (Construction Regulation 5 (8))
* A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
* Appointment/Designation forms as per (a)(i) & (ii) above.
* Registers as follows:
* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
* OH&S Representatives Inspection Register
* Asbestos Demolition & Stripping Register
* Batch Plant Inspections
* Construction Vehicles & Mobile Plant Inspections by Controller

* Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
* Demolition Inspection Register
* Designer's Inspection of Structures Record
* Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
* Excavations Inspection
* Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
* Fall Protection Inspection Register
* First Aid Box Contents
* Fire Equipment Inspection & Maintenance
* Formwork & Support work Inspections
* Hazardous Chemical Substances Record
* Ladder Inspections
* Lifting Equipment Register
* Materials Hoist Inspection Register
* Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
* Scaffolding Inspections
* Stacking & Storage Inspection
* Inspection of Structures
* Inspection of Suspended Platforms
* Inspection of Tunnelling Operations
* Inspection of Vessels under Pressure
* Welding Equipment Inspections
* Inspection of Work conducted on or Near Water
* All other applicable records

Makhuduthamaga Local Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to **Makhuduthamaga Local Municipality** on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to **Makhuduthamaga Local Municipality** for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

* General Induction (Section 8 of the Act)

* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
* Site/Project Manager
* Construction Supervisor
* OH&S Representatives (Section 18 (3) of the Act)
* Training of the Appointees indicated above
* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
* Basic First Aid (General Safety Regulations 3)
* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
* Emergency, Security and Fire Co-coordinator

(iv) Awareness &Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Mak **Makhuduthamaga Local Municipality** at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all **Makhuduthamaga Local Municipality** OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by **Makhuduthamaga Local Municipality**.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Makhuduthamaga Local Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by **Makhuduthamaga Local Municipality**:

Makhuduthamaga Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany **Makhuduthamaga Local Municipality** on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

* dies
* becomes unconscious
* loses a limb or part of a limb
* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

* a major incident occurred
* the health or safety of any person was endangered
* where a dangerous substance was spilled
* the uncontrolled release of any substance under pressure took place
* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
* machinery ran out of control

to **Makhuduthamaga Local Municipality** within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act &

General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both **Makhuduthamaga Local Municipality** and the Provincial Director of the Department of Labour forthwith by telephone, tele-fax or E-mail.

The Principal Contractor is required to provide **Makhuduthamaga Local Municipality** with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide **Makhuduthamaga Local Municipality** with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The **Makhuduthamaga Local Municipality** reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.4.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that **Makhuduthamaga Local Municipality** may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as “Work in Elevated Positions”.

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer’s head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by **Makhuduthamaga Local Municipality**, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

C4 SITE INFORMATION

SITE INFORMATION

C4.1 LOCALITY PLAN

The project is located in Jane Furse, Makhuduthamaga Local Municipality within the Sekhukhune District Municipality of Limpopo Province.

1.1 Documentation

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

1.2 Information

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

C4.2 SITE INFORMATION

2.1 Records and Test Results

1.1.1 Geotechnical Report

The Geotechnical Report is not available

C5 ANNEXURES

PART C5: ANNEXURES

C5.1 PRO-FORMA DOCUMENTS C.180

C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) C.194

C5.3 TENDER DRAWINGS C.222

C5.4 OCCUPATIONAL HEALTH & SAFETY POLICY……C.270

C5.1 PRO-FORMA DOCUMENTS

The following is a list of pro-forma documents and examples that are required to be completed by the successful tenderer.

C5.1.1 RETENTION MONEY GUARANTEE PROFORMA.....C.181
C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT.....C.183
C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT C.186
C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT C.188
C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT C.189
C5.1.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT C.190
C5.1.7 FORM RDP 13(E) : EMPLOYER'S AGENTING TRAINING REPORT C.191
C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT.....C.192

C5.1.1 RETENTION MONEY GUARANTEE PRO-FORMA

EXAMPLE

Makhuduthamaga Municipality

Private Bag X 434

Jane Furse

1085

FOR INFORMATION ONLY:

This Guarantee is not to completed and signed by the Guarantor.

A separate form will be issued to the successful Tenderer

Notes to Tenderer

1. **This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
2. **The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

Lim473/Re-RepMain-Tswain/23/24/039

Repair and maintenance of the water reticulation network at Tswaing village

The guarantee is issued on behalf of .....

Registration No .....

.....

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the .....

.....

(full name of guarantor) registration number .....

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

C.182
Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

1 Each demand shall be in writing and delivered to us at ……such other address as we shall in writing notify to you.

2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.

3. Our aggregate liability under this guarantee is limited to.....

(R……..) and is restricted to payment of monies only.

4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.

5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at.....for and on behalf of……

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

GUARANTOR: .....

AS WITNESS:

1..... 2.....
.....

NAME(Print): ..... NAME(Print): .....

ADDRESS ..... ADDRESS .....

....
.....

....
.....

C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm : ……

   Postal address : ……

   Telephone no. : ……Fax no ……

   Contact person : ……

   VAT registration no. : ……

2. Type of firm (tick as appropriate)

   - Partnership……..
   - One person business/sole trader…….
   - Close corporation: registration no……
   - Date of registration…….
   - Company: registration no…….
   - Pty Ltd: registration no……

3. Principal Business Activities :……

4. Service/work to be performed on this contract: ……

5. Participation in this contract

   - as a Sub-contractor Yes/No
   - in a Joint Venture Yes/No
   - with main contractor Yes/No
   - with a sub-contractor Yes/No

6. List all partners, proprietors and shareholders:

Name	**ID. No.**	**Citizen of RSA Yes/No**	**PDI status Yes/No**	**%owned**

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,

……

…, being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature .....

Name (print).....

Date .....

Signed on behalf of (print name) .....

Address .....

.....

Telephone no.....

Commissioner of Oath .....

Date .....

Note: In the case of a Company a certificate of authority for signatory must be provided.

EXAMPLE

C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO……..

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2016										
NAME OF COMPANY OR FIRMAND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMALE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Employer's Agent (EN)								
		Admin (AD)								

		Others (o)								
								TOTALS		
								GRAND TOTALS		

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

EXAMPLE

C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO……..

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF_____ 2005				
POSITION HELD	**NAME**	**PDI**	**NON-PDI**	**TOTAL**
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
	TOTALS			

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

EXAMPLE

C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO……

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
						TOTAL				
						TOTAL ALL TRAINEES				

EXAMPLE

C5.1.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO……

REPORT ON ENTREPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE

EXAMPLE

C5.1.7 FORM RDP 13(E) : EMPLOYER'S AGENTING TRAINING REPORT

CONTRACT NO……..

REPORT ON EMPLOYER'S AGENTING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
								TOTAL		
								TOTAL ALL TRAINEES		

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

EXAMPLE

C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO……

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2005						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

MAKHUDUTHAMAGA
LOCAL MUNICIPALITY

C.193
Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

CONTRACT NO……..

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2005						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

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FOREWORD

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4 DESIGN CHECKLIST

Foreword

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction or projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and

municipal officials. The National Department of Public Works is working with the Construction Education and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

The guidelines contain sections which should be copied into the relevant parts of the contract documentation for consulting Employer's Agents and contractors. These sections introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting Employer's Agents, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can be obtained on the enclosed CD ROM or downloaded from www.publicworks.gov.za.

- Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes
- Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997by the Minister of Labour in Government

Notice N° R63 of 25 January 2002

- Government Gazette (DORA 2004 with MIG and PIG Conditions)
- Documents relating on the Labour-Intensive Contractor Learnership Programme

Terminology

By hand: refers to the use of tools which are manually operated and powered

Form of contract: refers to a document (conditions of contract) published by industry which establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

Public body: refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

Scope of work: refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

Abbreviations

CETA: Construction Education and Training Authority

CIDB: Construction Industry Development Board

ECSA: Employer's Agenting Council of South Africa

EPWP: Expanded Public Works Programme

FIDIC: French acronym for the International Federation of Consulting Employer's Agents

NEC: New Employer's Agenting Contract

NQF: National Qualifications Framework

SANS: South African National Standard

SPWP: Special Public Works Programme

1 INTRODUCTION

Labour-intensive infrastructure projects under the EPWP include:

- using labour-intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour-intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, as it might require too many changes to existing designs or tender documentation. However, these guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code have been included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.

2. RESPONSIBILITIES OF THE PUBLIC BODY

2.1 Selection of projects

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

- low-volume roads (typically less than 500 vehicles per day) and sidewalks;
- stormwater drainage; and
- trenching;

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour-Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour-intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix D).

As mentioned in section 1 of these guidelines above, these guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, to avoid reworking existing designs or tender documentation.

2.2 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.

10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than

the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.

10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.

2.3 Appointment of consulting Employer's Agents and contractors

The public body must ensure that:

i) the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix D);

ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix D); and

ii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix D).

As a concession up to 30 June 2007, persons identified in Appendix D who have not completed the requisite skills training need only to be registered on the relevant skills programmes.

3 CONTRACT DOCUMENTATION FOR CONSULTING EMPLOYER'S AGENTS AND CONTRACTORS FOR LABOUR-INTENSIVE CONSTRUCTION PROJECTS

3.1 General

All standard forms of contract applicable in South Africa (see Appendix C) may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend existing forms to implement labour-based works.

Requirements for labour-intensive works need, however, to be established in the scope of work / specifications / schedules / works information / scope of services / scope associated with a contract for both consultants and contractors.

Each standard form of contract uses different terms to describe the parties to the contract and to establish requirements for the works (see Appendix C). These guidelines use the terms employer and contractor for the parties engaged in construction works, client and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts. The terms used in the text in boxes may have to be adjusted to reflect the terms used in the particular standard form of contract.

3.2 Contract Documentation for Consulting Employer's Agenting Services

The scope of work must establish the manner in which the consultant is to provide the consulting Employer's Agenting services associated with labour-intensive works.

The following must be included in the scope of work in the contract of employment with a Consulting Employer's Agent:

General

The services shall be provided in accordance with the provisions of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Employer's Agenting Professions Act published by the Employer's Agenting Council of South Africa in terms of Board Notice No 18 of 2003 in Government Gazette No 24938, 28 February 2003).

Labour-intensive works

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed, or, for the period 1 April 2004 to 30 July 2005, is not registered for training towards, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za, tel: 011-265 5900).
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed or, for the period 1 April 2004 to 30 July 2005, be registered for training towards, the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900).
3. The Consultant must provide the Client with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
4. The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the national Department of Public Works.
5. The Consultant shall for monitoring purposes, transmit to the Client data obtained from the contractor on the number of people employed, broken down into the amounts spent on women, youth, and persons with disability on the project, the number of person days of employment created and the number of days of formal training provided.

6. All services relating to the implementation of the works which are to be provided in terms of the Guidelines are normal services in terms of ECSA's Board Notice No 18 of 2003. Any changes in the design of the works to incorporate labour intensive works shall not constitute a change in scope or an additional service.

7. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:

   a) whenever a payment certificate is presented to the Client for payment; and

   b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

3.3 Contract Documentation for the Works

3.3.1 Conditions of tender

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

The following must be included in the tender data / conditions of tender in the contract with the Employer:

Eligibility requirements

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.

Information to be submitted with the tender

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

3.3.2 Conditions of contract

As mentioned in 3.1, any standard form of contract for construction works may be used for labour-intensive projects (see Appendix C). These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (Employer's Agent / principal agent / agent / project manager) or contractor

where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

The following must be included in the contract data / special conditions of contract in the contract with the Employer:

Payment for the labour-intensive component of the works

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

Applicable labour laws

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

1 Introduction

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

1.2 In this document –

(a) “department” means any department of the State, implementing agent or contractor;

(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;

(c) “worker” means any person working in an elementary occupation on a SPWP;

(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;

(f) “task” means a fixed quantity of work;

(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;

(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;

(i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of Work

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

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

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

3 Normal Hours of Work

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

(a) more than forty hours in any week

(b) on more than five days in any week; and

(c) for more than eight hours on any day.

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

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

4 Meal Breaks

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

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

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

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

5 Special Conditions for Security Guards

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

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

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

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

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

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

(a) the worker's daily task rate, if the worker works for less than four hours;

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

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

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

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

9 Sick Leave

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

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

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

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

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

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

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

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

(a) absent from work for more than two consecutive days; or

(b) absent from work on more than two occasions in any eight-week period.

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

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

10 Maternity Leave

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

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

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

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

10.5 A worker may begin maternity leave –

(a) four weeks before the expected date of birth; or

(b) on an earlier date –

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

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

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

11 Family responsibility leave

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

(a) when the employee's child is born;

(b) when the employee's child is sick;

(c) in the event of a death of –

(i) the employee's spouse or life partner;

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of Conditions

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

(a) the employer's name and address and the name of the SPWP;

(b) the tasks or job that the worker is to perform; and

(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

(d) the worker's rate of pay and how this is to be calculated;

(e) the training that the worker will receive during the SPWP.

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

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

13 Keeping Records

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

(a) the worker's name and position;

(b) in the case of a task-rated worker, the number of tasks completed by the worker;

(c) in the case of a time-rated worker, the time worked by the worker;

(d) payments made to each worker.

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

14 Payment

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

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

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

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

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

14.6 Payment in cash or by cheque must take place –

(a) at the workplace or at a place agreed to by the worker;

(b) during the worker's working hours or within fifteen minutes of the start or finish of work;

(c) in a sealed envelope which becomes the property of the worker.

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

(a) the period for which payment is made;

(b) the numbers of tasks completed or hours worked;

(c) the worker's earnings;

(d) any money deducted from the payment;

(e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

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

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

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

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

(a) repay any payment except an overpayment previously made by the employer by mistake;

(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or

(c) pay the employer or any other person for having been employed.

16 Health and Safety

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

16.2 A worker must –

(a) work in a way that does not endanger his/her health and safety or that of any other person;

(b) obey any health and safety instruction;

(c) obey all health and safety rules of the SPWP;

(d) use any personal protective equipment or clothing issued by the employer;

(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

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

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

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

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

18 Termination

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

18.2 A worker will not receive severance pay on termination.

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

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

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

19 Certificate of Service

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

(a) the worker's full name;

(b) the name and address of the employer;

(c) the SPWP on which the worker worked;

(d) the work performed by the worker;

(e) any training received by the worker as part of the SPWP;

(f) the period for which the worker worked on the SPWP;

(g) any other information agreed on by the employer and worker.

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Lim473/Re-RepMain-Tswain/23/24/039
Repair and maintenance of the water reticulation network at Tswaing village

3.3.3 Scope of work

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods Labour-intensive works.

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

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

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

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 Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/supervisor	4	Implement Labour-Intensive Construction	This unit standard must

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

EMPLOYMENT OF UNSKILLED ANDSEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

1.1 Requirements for the sourcing and engagement of labour.

1.1.1 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.

1.1.2 The rate of pay set for the SPWP is R …….. per task or per day.

(Insert value determined by public body in terms of clause 2.2 of these Guidelines)

1.1.3 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.

1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of
1.1.5 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

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

a) 60 % women;
b) 20% youth who are between the ages of 18 and 25; and
c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

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

1.2.3 Contract participation goals

1.2.3.1 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.

1.2.3.2 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.

1.2.4 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.

1.2.5 Variations to SANS 1914-5

1.2.5.1 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.

1.2.5.2 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.

1.3 Training of targeted labour

1.3.1 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.

1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically

possible. The contractor must access this training by informing the relevant regional 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 and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

1.3.4 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 1.3.3 above.

1.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4.must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

(This specification must be incorporated in the Scope of Works without amendment or modification. When SANS 1921-5, *Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand*, is published, the earthworks portions of this generic specification must be replaced with a reference to SANS 1921-5 and its associated specification data)

Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

a) trenches having a depth of less than 1.5 metres

b) stormwater drainage

c) low-volume roads and sidewalks

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

Hand excavatable material

Hand excavatable material is material:

a) granular materials:

i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

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

b) cohesive materials:

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

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

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

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		**COHESIVE MATERIALS**	
Consistency	**Description**	**Consistency**	**Description**
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil;

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

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers a) to 90% Proctor density;

b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

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

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

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

3.3.4 Schedules of quantities

Labour-intensive works must be highlighted in the schedules / bills of quantities for the payment items relating to labour-intensive works.

The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules / bills of quantities in the contract with the contractor:

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

2 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.

The following payment items should be included in the bill of quantities:

Item	Description	Unit	Quantity	Rate	Amount
	Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
	Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	Sum	(insert provisional sum)		

4 DESIGN CHECKLIST

Cognisance of the following should be taken in the design of labour-intensive works:

1. Earthworks must be designed taking consideration of the method of construction, namely labour intensive.
2. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist Employer's Agenting input for example dewatering or specialist ground stabilisation.
3. During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
4. Drawings must be produced and presented in a clear, easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable will the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easily identification of surrounding features.
5. Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.
6. Where the haul distance is greater than 150m, and less than 5000m, the use of small volume local transport, particularly using animal-drawn vehicles should be considered.
7. Excavation in material which may constitute a safety hazard for workers must be excluded.
8. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg.
9. Hazardous material such as lime or harmful chemical stabilising agents must not be included in the Works.
10. Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion Cof pre-cast or cast in situ concrete stormwater structures.
11. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
12. Consideration must be given to alternative design of trenches for gravity pipelines to reduce depth of excavation.
13. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
14. There are appropriate designs for labour-intensive construction of low-cost surfacing for low-volume roads, such as the Cape Seal and interlocking concrete blocks.

C5.3 TENDER DRAWINGS

Attached Separately.

C5.4 OCCUPATIONAL HEALTH AND SAFETY POLICY

9. OCCUPATIONAL HEALTH AND SAFETY POLICY

i. ACRONYMS AND ABBREVIATIONS

- COIDAct — Compensation of Occupational Injury and diseases Act, 1993 (Act 85 of 1993)
- IOD — Injury on Duty
- OHSAct — Occupational Health and Safety Act, Act 85 of 1993
- OHS/OH&S — Occupational Health and Safety
- OHS Reps — Occupational Health and Safety Representatives
- MLM — Makhuduthamaga Local Municipality
- MM — Municipal Manager
- MSDS — Material Safety Data Sheet
- PPE — Personal Protective Clothing

ii. CLARIFICATION OF TERMS

In this document, the following words shall have the following meanings unless otherwise contextually stated:

'Accident' means an accident arising out of and in the course of an employee's employment and resulting in a personal injury, illness or the death of the employee.

'Building' includes-

a) Any structure attached to the soil;
b) Any building or such structure or part thereof which is in the process of being erected; or
c) Any prefabricated building or structure not attached to the soil

'Chief inspector' means the officer designated under Section 27 of the OHSAct as chief inspector, and includes any officer acting as chief inspector

'Commissioner' means the Compensation Commissioner appointed under section 2(1)(a); (xviii) of the COIDAct

'Compensation' means compensation in terms of this Act and, where applicable, medical aid or payment of the cost of such medical aid

'Compensation fund' means the fund established by section I5; (xli) of the COIDAct

'Danger' means anything which may cause injury or damage to persons or property

'Employee' means any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person

'Employer' means any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section I (1) of the Labour Relations Act, 1956 (Act 28 of 1956)

'Hazard' means a source of or exposure to danger

'Health and safety committee' means a committee established under section 19 of the OHSAct

'Health and safety equipment' means any article or part thereof which is manufactured, provided or installed in the interest of the health and safety of any person.

'Health and safety representative' means a person designated in terms of section 17 (1) of the OHSAct

'Health and safety standard' means any standard, irrespective of whether or not it has the force of law, which, if applied for the purpose of the OHSAct, will in the opinion of the Minister promote the attainment of an object of the OHSAct

'Healthy' means free from illness or injury attributable to occupational causes

'Incident' means an incident as contemplated in section 24 (1) of the OHSAct

'Inspector' means a person designated under section 28 of the OHSAct

'Medical surveillance' means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an Occupational Health Practitioner or, in prescribed cases, by an Occupational Medicine Practitioner

'Minister' means the minister of department of labour.

'Municipality' hereby refers to Makhuduthamaga Local Municipality

'Occupational disease' means any disease contemplated in section 65(1)(a) or (b); (ix) of the COIDAct

'Occupational health' includes occupational hygiene, occupational medicine and biological monitoring

'Occupational Health Practitioner' means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Services Professions Act, 1974 (Act 56 of 1974) or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act 50 of 1978)

'Occupational hygiene' means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons

'Occupational injury' means a personal injury sustained as a result of an accident in the workplace

'Occupational medicine' means the prevention, diagnosis and treatment of illness, injury and adverse health effects associated with a particular type of work

'Occupational medicine practitioner' means a medical practitioner as defined in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), who holds a qualification in occupational medicine or an equivalent qualification which is recognized as such by the South African Medical and Dental Council referred to in the said Act

'Office' means an office as defined in section 1 (1) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983)

'Officer' means an officer or employee as defined in section 1 (1) of the

Public Service Act, 1984 (Act No. 111 of 1984)

'Plan' means an assessment document developed by the OHS Committee

'Policy' means the OHS Policy for Makhuduthamaga Local Municipality

'Reasonably practicable' means having practicable regard to

(a) the severity and scope of the hazard or risk concerned;

(b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;

(c) the availability and suitability of means to remove or mitigate that hazard or risk; and

(d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from

'Remuneration' means any payment in money or in kind or both in money and in kind, made or owing to any person in pursuance of such person's employment

'Risk' means the probability that injury or damage will occur

'Safe' means free from any hazard

'Unit'-shall mean Occupational Health and Safety Sub-Directorate

'Work' means work as an employee or as a self-employed person, and for such purpose an employee is deemed to be at work during the time that he is in the course of his employment, and a self -employed person is deemed to be at work during such time as he devotes to work as a self-employed person

'Workplace' means any premises or place where a person performs work in the course of his employment.

9.1. PREAMBLE

The need for the policy stems from the Occupational Health and Safety Act, 1993 which requires employers, including municipalities, amongst other things to develop and adopt an occupational health and safety policy.

Furthermore, this policy is intended to create a framework for decision making in respect of human resources management in as far as occupational health and safety is concerned in the Municipality.

To comply with the conditions relating to the Occupational Health and Safety Act, Act 85 of 1993 regarding the issue and control of safety equipment/protective clothing as well as to compile a policy on the issue and control of other clothing and uniforms which is not legally compulsory

The policy is intended to:

Promote and maintain the highest degree of physical, mental and social well being of workers.

Prevent amongst workers, ill health caused by their working conditions.

Place and maintain workers in a working environment that is adapted to their individual physiological and psychological conditions.

Protect workers from factors adverse to their health.

Promote and maintain working environment that is free from harassment.

10.2. PURPOSE AND OBJECTIVES OF POLICY

The purpose of this policy is to serve as a guiding tool to ensure that the employer provides and maintain a healthy and safe work environment and also to enhance the health and safety of persons at work in connection with the operation of the municipality. The policy also provides for the protection of persons other than persons

at work, against hazards to health and safety arising out of or in connection with the activities of persons at work.

The objectives of the policy are to:

- Guide the development of safe methods of work;
- Ensure the achievement of a safe working environment;
- Promote good health within the workforce;
- Reduce the number and severity of injuries in the workplace;
- Enhance compliance with all relevant Acts, Regulations, Standards and Codes of Practice.

10.3. SCOPE AND APPLICATION

This policy applies to all employees of the municipality, its clients and all the contractors doing any kind of work for the municipality.

10.4. LEGAL FRAMEWORK

- The Constitution of South Africa Act No.108 of 1996
- Basic Conditions of Employments Act (Act 75 of 1997)
- Labour Relations Act (Act 66 of 1995)
- Municipal Systems Act (Act 32 of 2000)
- Municipal Finance Management Act (Act 56 of 2003)
- Locally negotiated agreements (LL F Resolutions)
- Occupational Health and Safety Act (Act 85 of 1993 + Regulations)
- Compensation for Occupational Injury and Diseases (Act 85 of 1993)
- Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No.56 of 1974) or South African Nursing Council as referred to in the Nursing Act, 1978 (Act No.50 of 1978)

10.5. ADMINISTRATION OF THE POLICY

The Municipal Manager or his/her delegate assignee accepts overall responsibility for the implementation and monitoring of this policy.

10.6. POLICY CONTENT

10.6.1 OCCUPATIONAL HEALTH AND SAFETY STRUCTURES

a. Health and Safety committee

A health and safety committee must be established. The committee shall comprise of the following members.

- Members from different departments (elected health and safety reps or organized labour)
- OH&S Practitioner
- Employer representative
- OHS Reps
- First Aiders

Duties and responsibilities of the committee

- Discuss and make recommendations on common health and safety issues to the employer and all Departments
- Shall set and review Occupational health and Safety Standards
- Review the Occupational health and Safety Policy
- Shall meet quarterly
- Shall keep record of minutes and recommendations made to employer
- Discuss incidents/accidents that occurred at the workplace and recommend accordingly
- Make recommendations to the employer on matters affecting the health and safety of employees
- Note corrective actions taken by employer arising from reports received from health and safety representatives

b. Health and Safety Representatives

Election

- Every Department must elect their own health and safety representatives to represent the employees
- The Municipal Manager must appoint health and safety representatives to represent the employer in writing.
- Election shall be held every three years
- Elected employees must be able to read and write for training and reporting purpose

Duties and Responsibilities of Reps:

- Make representation to the employer on general matters, affecting the health and safety of employees
- Identify potential hazards and risks to the health and safety of employees in the workplace
- Investigate complaints by employees relating to his/her health and safety at work

- Make representation or recommendations to the employer on health and safety committee matters and any matter affecting health and safety of employees
- Carry out the quarterly inspections in the working place within their scope of authority
- Participate in consultation over health and Safety with inspectors at the workplace and accompany an inspector on any inspection of the workplace
- Attend all health and safety committee meetings, which he/she is a member of.

Rights of OHS Reps

- Visit the site of an incident at all reasonable times and attend to any inspection
- Attend any investigation or formal inquiry held in terms of this Act
- In so far as it is reasonably necessary for performing his/her functions, inspect any document which the employer is required to keep in terms of the Act
- Accompany an inspector on any inspection
- With the approval of the employer be accompanied by a technical advisor on any inspection
- Participate in any internal health and safety audit

10.6.2 STRATEGIES

a. Risk and Hazard Management:
- The unit may establish and maintain a documented occupational health and safety system with procedures for identifying, assessing and controlling workplace hazards;

b. Consultation:
- An Occupational Health and Safety Committee comprising of employees and management representatives will be maintained to provide an effective consultative mechanism.
- Employees are able to provide input into the occupational health and safety policy and program.
- Management will consult with contractors when planning to do any work to determine the most effective means of ensuring both parties fulfil their Occupational Health and Safety responsibilities.

c. Occupational Health and Safety Plan:
    - In order to implement the general provisions of this policy, an Occupational Health and Safety Plan will be developed and implemented.
    - Will be reviewed every 2 years unless otherwise needed to before the 2 years lapses.

10.6.3 RESPONSIBILITIES

a. Duties of the Employer:

- Provide and maintain as far as reasonably practicable, a safe and healthy working environment
- Assess the hazards within the workplace
- Assess all precautionary measures to effectively/mitigate any hazards or potential hazards
- Take such steps that would eliminate/mitigate the hazards
- Provide information, instruction and training as may be necessary to ensure the health and safety of employees
- Not permit an employee to perform any task without implementation of the precautionary measure, in respect of work, article, substance plant or machinery
- Take necessary measures to ensure that all employees comply with the requirements of the Act
- Enforcing measures in the interest of health and safety
- Cause all employees to be informed regarding the scope of their authority
- Ensure that all work is performed under the general supervision of a person trained to understand the hazards associated with such task and who has the authority to enforce the utilization of all precautionary measures
- Ensure that persons other than those in the employment of the municipality who may be affected directly by his /her activities are therefore not exposed to hazards
- The Municipal Manager and Departmental Managers have the responsibility and accountability to ensure that the duties of the employer as contemplated in the Act are adhered to.
- The Municipal Manager is accountable for ensuring that all legal Occupational Health and Safety responsibilities are fulfilled. Therefore, the Municipal Manager must ensure that sufficient Occupational Health and Safety resources are made available in all operations, financial forecasts and budgets, and performance measurement and management systems as Occupational Health and Safety is an integral part of every operation and activity.
- The Municipal Manager can assign duties to any person under his control, which person shall act subject to his control and directions.
- The head of each Department shall have duties assigned to assist the Municipal Manager to ensure compliance with the act.

TAKE NOTE:

- ✓ The responsibilities of managing the Occupational Health and Safety programme can be delegated to a person/s appointed by the Municipal

Manager to coordinate the OH&S Programme in terms of Section 16(2) of the OHS Act, without absolving the Municipal Manager of his responsibilities and accountability for overall OH & S compliance.

- ✓ The appointee will ensure total compliance with the OHS Legislation by all parties in his/her control – Employers, Employees, Committee, Contractors, Visitors, the public/community, Suppliers, Installers, and Distributors.
- ✓ Implementation of this policy and the associated program activities will be evaluated as part of their Performance Contract.

b. Duties of employees

Within the structure of duties, created by the Act, employees are burdened with duties, as the legislative body realized that by placing sole responsibility on management for compliance would not effectively implement the objectives of the legislation.

It should however be borne in mind that the duties of employees are entirely subject to the duties of management and that the prosecution will only take cognizance of an employee's shortcomings, in the event where management has complied with all duties concerned and are able to prove such compliance

- Take reasonable care for their own health and safety and for other persons, including co-employees, visitors as well as contractors.
- To co-operate with the employer in complying with management duties
- To carry out any lawful order made in relation to health and safety
- To report all unsafe conditions to the employer
- To report incidents, including near misses to the employer
- Not to intentionally interfere with, damage or misuse any item provided in the interest of health and safety in the workplace.

a) Contractors, Sub-Contractors and Visitors:

- All visitors, contractors and sub-contractors engaged to perform work on the premises or locations of MLM are required, as part of their contract, to comply with the Occupational Health and Safety Policies, procedures and programs and to observe directions on health and safety from designated officers of Makhuduthamaga Local Municipality.
- Failure to comply or observe a direction will be considered as a breach of the contract and sufficient grounds for termination of the contract.

10.6.4 HANDLING OF HAZARDOUS CHEMICAL SUBSTANCES

- Every person who manufactures, imports, sells or supplies any hazardous chemical substances for use at work, shall as far as is reasonably practicable provide the party receiving such substances, free of charge with an MSDS subject to the provision of section 10 of the OHSAct.
- This is done to ensure that the products received by the Municipality is safe and without risks when properly used and that it complies with all prescribed requirements
- All received chemicals must have the MSDS accompanying them
- If the above – mentioned information is not supplied with the delivered chemicals, such chemical/ product must not be received
- The employer must be in possession of sufficient information of any hazardous chemical substances for use at work.
- The employer/ supplier must educate the workers on how to use the chemical
- All chemicals shall be stored in a lockable store room and identified as such
- Chemicals must be stored in cool dry area and not mixed with other materials

10.6.5 REPORTING, INVESTIGATING AND MANAGEMENT OF INCIDENCES/IOD'S ACCIDENTS AND OCCUPATIONAL DISEASES

a) REPORTING OF INCIDENCES

PROCEDURE

1. The main incident topic should be reflected in the first line
2. Details of the incident must be reflected
3. The person present at the time of the incident must make a declaration and reflect his/her rank.
4. The intervention/ responses to the incident are to be reflected.
5. Future plan to prevent the same incident should be outlined
6. The name of the person present at the time of the incident should be reflected.
7. The date and time of the incidents should be reflected
8. The department where the incident occurred must be reflected
9. The signature of the declarer, the witness and the signing place should be reflected
10. The date and time of the compilation of the incident report must be reflected at the end of the report

a) INVESTIGATION OF INCIDENT

The OHSAct requires that the above mentioned incidents should be investigated within three months. The investigation must take place as soon as is reasonably practicable.

The person to conduct the investigation is any of the following:

- The OHS practitioner/ or risk manager

- The health and safety rep of the area
- The supervisor of the section

Investigation must be discussed at the OHS Committee meetings.

The report must be signed by the chairperson of OHS committee and employer.

b) REPORTING OF INJURY ON DUTY

If an employee is injured in an accident arising out or in the course of their work, they are entitled to compensation at the discretion of the commissioner.

PROCEDURE

1. All injuries on duty must be reported to supervisor before going off duty
2. The supervisor and injured employee must complete WCL 2 in duplicate (part A and B) with personal particulars and description of what happened. The supervisor must sign the form
3. If the supervisor refuses to fill the accident form, the worker can report the incidents to the commissioner by sending WCL 3 form directly to the commissioner.
4. The commissioner will contact the employer and instruct him/her to fill in the WCL 2 form
5. Identity document must always accompany forms
6. The attending Doctor must complete a first medical report and attach it to employer's report form for accepting liability of claim
7. The WCL 2 form must be forwarded to OHS Unit and will be entered in to a register. A copy of WCL 2 is forwarded to the commissioner.
8. The original document is forwarded to human Resource department for further management
9. Progress and final medical report will be sent by the attending doctor to the commissioner. Progress medical report is completed if the injury takes long time to heal. In the final medical report, the doctor states either that the worker is fit to go back to work or that the worker is permanently disabled. This document is sent to the employer who will send it to the commissioner.
10. When employee report for duty after leave for occupational injury and disease, resumption report must be completed by the employer. The report states when the worker returned back to work
11. The payments for any treatment must be charged to the Municipality

c) FIRST AID AFTER INCIDENT OR INJURY

1. First aid level 3 in the department renders immediate first aid on the sport
2. The OHS Practitioner and OHS Reps are informed for assistance if no first aid is available.
3. The employee is then transported to casualty department in the nearest hospital for further management

d) OCCUPATIONAL DISEASE

PROCEDURE

1. When an employee is diagnosed with an occupational disease, it must be reported to the supervisor as soon as possible
2. The employee must report to the OHS Unit to fill WCL 14
3. Identity document must always accompany forms
4. The employer will complete the WCL 1
5. If the employer refuses to complete the WCL 1, the employee sends the WCL 14 to the commissioner directly. The commissioner will contact the employer and instruct him or her to complete the WCL 1.
6. Documents must be forwarded to OH Unit for entering in to a register, then sent to Human Resource department for further management.

e) **REFUSAL TO WORK PROCEDURE**

Every employee has the right to refuse to work if he/she feels that his or her health and safety are at risk. When this situation arises the following steps must be followed.

1. Employee stop to work
2. Contact Supervisor
3. Disagree with Supervisor
4. Contact Health and Safety Representative
5. Disagree with Health and Safety Representative
6. Contact sectional /departmental Manager
7. Disagree with sectional /departmental Manager
8. Contact Occupational Health and Safety Officer.
9. OHS assessment of risk will be final.

Great care should be taken by employees not to misuse the procedure as it can lead to disciplinary actions.

10.6.6 INTOXICATION

- No person shall be permitted to enter any workplace who is or who appears to be under the influence of intoxicating liquor or drugs. In cases where employee e.g. a driver is suspected to be intoxicated, a traffic official or OMP may be called to test the person.
- Employees taking medicines shall be permitted to perform duties at the workplace if the side effects of such medicine do not constitute a threat to the health and safety of the person concerned or other at such workplace.

10.6.7 CONTRACTORS

- Any contractor doing work for Makhuduthamaga Local Municipality must complete a written agreement in terms of Occupational Health and Safety. Before any work can commence the Contractor must hand in a letter of good standing with the Compensation Commissioner to Occupational Health and Safety.

- Contractors that will perform any construction work as defined by the Construction Regulations shall hand in their Health and Safety Plan before commencing with their work.
- It is the responsibility of Makhuduthamaga Local Municipality to make sure that all contractors comply with the requirements of Occupational Health and Safety Act unless if there is an appointed agency

10.6.6 PERSONAL PROTECTIVE CLOTHING

- The employer should provide the relevant PPE to the staff free of charge
- The employer shall explain and demonstrate the correct use of PPE to staff.
- The employer shall inform all staff in his/her working area about the hazards they are exposed to.
- All Managers should identify the need of particular PPE relevant for his/her unit
- Protective equipment should be SABS approved
- Care and maintenance of PPE should be explained to staff
- PPE shall be used only for protective purposes at work, not for other purpose outside work and not for other purpose other than work which they are bought for.
- When the PPE is not in use it should be taken off until it is needed again
- New PPE will be ordered only after producing the old/torn ones.
- The PPE is changed after every three years or when the need arises.
- All employees who are issued with PPE must sign upon receipt for control purpose.
- All PPE should be labeled

10.7 DEFAULT

Noncompliance of any of the stipulations contained in the Policy will be viewed as misconduct and will be dealt with in terms of the Municipality's disciplinary Code.