



CIDB GRADING: 8 CE OR HIGHER

DESCRIPTION: UPGRADING OF TSHINO ACCESS ROAD

TENDER NO: 25 OF 2025



CLOSING DATE: 09 MAY 2025

NAME OF BIDDER : _____

TEL NUMBER : _____

EMAIL ADDRESS : _____

BID AMOUNT (VAT INCLUSIVE) : _____

<p>MAKHADO LOCAL MUNICIPALITY Private Bag x 2596 Makhado 0920</p> <p>TEL NO: (015) 519 3000 FAX NO: (015) 519 1195</p> 	<p>NEMORANGO CONSULTING ENGINEERS 09 WATERMELON STREET PLATINUM PARK, BENDOR POLOKWANE 0699</p> <p>TEL NO: (015) 295 2023 FAX NO: (015) 295 2024</p> 
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Contractor *Witness 1* *Witness 2* *Employer* *Witness 1* *Witness 2*



TENDER NO: 25 OF 2025

**UPGRADING OF TSHINO ACCESS ROAD
CIDB GRADING: 8 CE OR HIGHER**

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Contractor

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Employer

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TENDER NO: 25 OF 2025

**UPGRADING OF TSHINO ACCESS ROAD
CIDB GRADING: 8 CE OR HIGHER**

REQUEST FOR PROPOSAL NOTICE AND INVITATION

MAKHADO LOCAL MUNICIPALITY

TENDER NOTICE

All suitable service providers are hereby invited to bid for the above-mentioned project. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable **10 April 2025 at non-refundable amount of R600.00** per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za

BID NO:	DESCRIPTION	EVALUATION CRITERIA	COMPULSORY BRIEFING SESSION	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
24 of 2025	Upgrading of Road leading to Mavhoyi FET College	80/20 preference points with functionality	16 April 2025 at 11:00pm at Biaba (Nzhelele) at the intersection of Viva filling station	<ul style="list-style-type: none"> CIDB Grading 06CE or higher Attach three year audited financial statement (only those who are required by the law to submit) 	Acting Director technical services : Ms LA Thulare or Mr V mugeri at 0155193000	Ref: 8/3/2/2080 Notice no: 38/2025	09 May 2025 at 12:00pm
25 of 2025	Upgrading of Tshino access road	90/10 preference points with functionality	17 April 2025 at 12:00pm at Tshino next to Vuwani business and lifestyle centre	<ul style="list-style-type: none"> CIDB Grading 08CE or higher Attach three year audited financial statement (only those who are required by the law to submit) 	Acting Director technical services : Ms LA Thulare or Mr V mugeri at 0155193000	Ref: 8/3/2/2081 Notice no: 39/2025	09 May 2025 at 12:00pm
26 of 2025	Upgrading of Madombidzha (50/50), Ramantsha to Ravele road phase 1	90/10 preference points with functionality	18 April 2025 at 11:00pm at Madombidzha 50/50	<ul style="list-style-type: none"> CIDB Grading 8CE or higher Attach three year audited financial statement (only those who are required by the law to submit) 	Acting Director technical services : Ms LA Thulare or Mr Mr V mugeri at 0155193000	Ref: 8/3/2/2082 Notice no: 40/2025	09 May 2025 at 12:00pm
27 of 2025	Panel of civil contractors for Rehabilitation and resealing of road, emergency potholes patching within Makhado local municipality for the period of three years	80/20 preferential points		CIDB Grading 3CE or higher	Acting Director technical services : Ms LA Thulare or Mr MG Raleshuku at 0155193000	Ref: 8/3/2/ 2083 Notice no: 41/2025	09 May 2025 at 12:00pm

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents (CK)
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database (CSD) report.

NB:

- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau or Mr M Ramabulana at Tel no. (015) 519 3044/3024

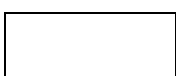
Civic Centre
83 Krogh Street
MAKHADO

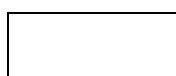
MR KM NEMANAME
MUNICIPAL MANAGER

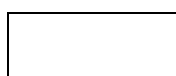
Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

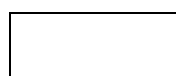
The Makhado Local Municipality Supply Chain Management Policy as well as the following conditions shall apply:

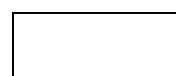
- Canvassing of municipal staff or councillors will automatically disqualify any tender.
- **The tender must be bound and include own documents and all SCM documents and the tender advertisement.**
- A current Tax Clearance Certificate (original) or Tax Compliance Status (TCS) Pin must be supplied with the tender or the tender will not be considered and in case of a JV a Tax Clearance Certificate (original) or Tax Compliance Status (TCS) Pins for both companies must be submitted.
- Central Supplier Database (CSD) registration number to be provided.
- All prices must include 15% VAT.
- The municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors, to the municipality or municipal entity, or to any other municipality or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing from the local municipality. If a municipal account is not available, a copy of the lease agreement with a confirmation letter from the owner of the property that confirms in writing that the rental is paid up to date, or a letter from the Councillor or Headman in your village which states that the Tenderer does not pay rates and taxes and must indicate Tenderers name, ID no and address. Documentation for both companies is required, in case of a JV.
- Proof of registration with the CIDB must accompany the completed tender document or the tender will not be considered. In case of a JV, proof of registrations with the CIDB for both companies must be submitted.
- The successful bidder will be required to register on the Makhado Local Municipality data base.
- Prices must be valid for a minimum period of 90days.
- The procedure for the evaluation will be in one stage and will be the price and preference point system.
- The tenders will be evaluated on the 90/10 preference points system as prescribed in the PPPFA; these documents will be available on the Makhado Local Municipality website – www.wslm.gov.za
- Preferential Procurement Regulation 2017 (B-BBEE) principles will apply, whereby a qualified tenderer's submission will be evaluated according to the sum of the Award of Points in respect of the tender value and the status of the enterprise
 - Adjudication criteria are as follows:
 - 90 Points for Price
 - 10 Points for B-BBEE status level of Contribution
- Potential service providers will have to achieve a minimum of **70 points out of 100** for their technical proposals before their financial proposals and B-BBEE status are evaluated.

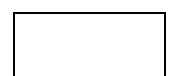

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



TENDER NO: 25 OF 2025

**UPGRADING OF TSHINO ACCESS ROAD
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T1.2 TENDER DATA

General

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za, which is reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Clause No.	
F.1.1	<p>The Employer is:</p> <p>MAKHADO LOCAL MUNICIPALITY</p> <p>Private Bag X2596</p> <p>Makhado</p> <p>0920</p>
F.1.2	<p>The Tender documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p>

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	<p>Part T1: Tendering Procedures</p> <p>T1.1 Tender Notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p>Part T2 : Returnable Documents</p> <p>T2.1 List of Returnable documents</p> <p>T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>C1.4 Adjudicator’s Contract</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p>		
F1.3	<p>Interpretation</p> <p>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 tender conditions.</p>		
F.1.4	<p>The Employer’s Agent is:</p>		
	<table border="1"> <tr> <td data-bbox="359 1904 965 2112"> <p>Nemorango Consulting Engineers</p> <p>Tel: 015 295 2023</p> <p>Fax: 015 295 2024</p> </td> <td data-bbox="965 1904 1495 2112"> <p>09 Watermelon Street</p> <p>Platinum Park</p> <p>Polokwane</p> </td> </tr> </table>	<p>Nemorango Consulting Engineers</p> <p>Tel: 015 295 2023</p> <p>Fax: 015 295 2024</p>	<p>09 Watermelon Street</p> <p>Platinum Park</p> <p>Polokwane</p>
<p>Nemorango Consulting Engineers</p> <p>Tel: 015 295 2023</p> <p>Fax: 015 295 2024</p>	<p>09 Watermelon Street</p> <p>Platinum Park</p> <p>Polokwane</p>		

Contractor

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F.1.5.1	<p>Reject or accept</p> <p>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 a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>	
F.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p>	
F.2.2	<p>Only those Tenderers who are registered with the CIDB with a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 8CE or higher class construction work, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a Contractor grading designation in the 7CE or higher class of construction work; and 3. 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 8CE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations. 	
F.2.3	<p>Compensation of tendering</p> <p>Accept that 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 satisfy requirements.</p>	
F.2.4	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>	
F.2.5	<p>Confidentiality and copyright</p>	

Contractor

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	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.2.6	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.	
F2.7	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.	
F.2.8	The arrangements for a compulsory site meeting are:	
	Date: 17 April 2025 at Tshino next to Vuwani Business and Lifestyle Centre	Time: 12:00
F.2.9	Pricing the tender R 600.00	
F.2.10	Alterations to documents 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 by tipex or the use of masking fluid or the use of erasable ink are prohibited.	
F2.13.3	Tender offer communicated on paper shall be submitted as an original.	
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:	
	CONTRACT NO. 25 Of 2025: UPGRADING OF TSHINO ACCESS ROAD	
	Closing date and time: Closing date: 09 May 2025 Closing Time: 12:00pm	
	Location of Tender box: Makhado Local Municipality	
	Private Bag X2596	

Contractor

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Employer

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	<p>Makhado</p> <p>0920</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
F2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender offer validity period is 90 Days.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from the appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer 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.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <p>(1) Valid Tax compliance status pin issued by SARS; and</p> <p>(2) A copy of company registration documents (CK); and</p> <p>(3) Certified copy/copies of company owner(s) ID book(s), not older than three (3) months certification; and</p> <p>(4) Attach proof of payment for municipal rates not owing for more than three (3) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (attach for both entity and directors of the company)</p> <p>(5) Copy of central suppliers database (CSD) report</p>

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	(3) In case of Joint Venture – the Joint Venture Agreement.
F.3.4	<p>The time and location for opening of the Tender offers are:</p> <p>Closing date: 09 May 2025 Closing Time: 12:00pm</p> <p>Location: Makhado Local Municipality</p>
F3.5	<p>Two-envelope System</p> <p>A two-envelope procedure will NOT be followed.</p>
F3.6	<p>Non-disclosure</p> <p>After the opening of the Tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of Tender offers and recommendations concerning the award of the Tender shall be disclosed to any other Bidder or persons not concerned with such process until the award of the Tender has been announced by Makhado Local Municipality.</p>
F3.9	<p>Arithmetical errors, omissions and discrepancies</p> <p>Makhado Local Municipality is to check BID offers for arithmetical errors in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>
F.3.11.2	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The financial offer will be scoring using Formula 2 (option 1) in Table F1 where the value of W1 is:</p>

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Employer

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Witness 2

	<p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000;</p>
<p>F.3.18</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
	<p>BID Award</p> <p>Makhado Local Municipality requires bidders to perform work of high quality as set out in this bid.</p> <p>The lowest tender will not necessarily be accepted and Makhado Local Municipality reserves the right to accept a tender either as a whole or in part, has the right to award the bid to more than one bidder, or not accept any bid.</p> <p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1. Makhado Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2. Makhado Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3. Makhado Local Municipality reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.
	<p>The tenderer is to note that the following Additional Relevant Documents attached into Part 5 of this document will form part of this contract:</p> <ol style="list-style-type: none"> 1 Ministerial Determination No.3: Extended Public Works Programmes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EVALUATION CRITERIA

The bids will be evaluated in two stages. The first stage will check whether the bidders have submitted all documents as requested on the advert. Although functionality does not form part of the final tender points scoring for award purpose, tenderer will be assessed for responsiveness and functionality first and if the tender is not responsive or meet the minimum functionality score, the tenderer will be eliminated and not considered further for second stage of evaluation.

The second stage of the evaluation will be based on Price (90) and preference points for B-BBEE status level of contribution (10).

Detailed points scoring for functionality are as follows:

COMPETENCE ACHIEVEMENT/FUNCTIONALITY SCHEDULE

TABLE A1: REPUTATION AND REFERENCES

TARGETED GOALS Name reference with contact details (Previous 5 years, Projects involving Road and Stormwater)		Max Points to be Scored	Points Claimed by Tenderer	Allocated Points
1	Project 1	8		
2	Project 2	8		
3	Project 3	8		
4	Project 4	8		
5	Project 5	8		
Sub-Total: Reputation and References		40		

The bidder should clearly demonstrate company experience on similar projects and past performance in Roads and Stormwater Construction.

NB: Appointment letters indicating the project value, completion certificates of completed projects and reference letters with contactable references and client official stamp must be attached a per the above score card.

- Roads and Stormwater Construction completed within the municipality environment, RAL and SANRAL.
- Completed road-related projects within the past 5 years.
- 8 points will be awarded for each project (minimum of 5 Projects required) as per requirements above to a maximum of 40 points.
 - **8CE: 8 points**
 - **7CE: 6 points**
 - **6CE: 4 points**
 - **5CE: 3 points**
 - **4CE: 2 points**
 - **3CE: 1 point**

NOTE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Projects that **DO NOT** meet the requirements as mentioned above **WILL NOT BE ACCEPTED**.
- Project where the contractor was a sub-contractor will **NOT** get any points.
- **ONLY** Completed Projects will score points.

TABLE A2: FINANCIAL REFERENCES

TARGETED GOALS		Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Tenderer submitted banking details proof attached	2		
2	Bank rating of "C" or better	5		
3	Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3		
Sub-Total: Financial References		10		

TABLE A3: EXPERIENCE AND QUALIFICATION OF KEY STAFF

Table A3.1 Experience

TARGETED GOALS		Points Allocation	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: 10 years Experience in Roads Projects	>10 yrs=5 6-9 yrs=3 3-5 yrs=2 1-2yrs=1		
2	Site Agent: 08 years post registration Experience in Roads Projects	>8 yrs=5 5-7 yrs=3 3-4 yrs=2 1-2yrs=1		
3	Foreman: 5 years in Roads Projects	>5 yrs=3 4 yrs=1.5 3 yrs=1 1-2yrs=0.5		
4	Health and Safety Officer: 5 years post registration Experience as OHS in Civil Engineering Construction	>5 yrs=2 4 yrs=1 3 yrs=0.5 1-2yrs=0.25		
Sub-Total: Experience		15		

NOTE: Project organogram should be attached. Curriculum vitae with detailed experience and contact details should be attached to the tender document for verification by the consultants.

Table A3.2 Qualifications

TARGETED GOALS		Tendered Goal	Points Claimed by Tenderer	Allocated Points
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1	Contract Manager: Civil Engineering or construction management <ul style="list-style-type: none"> Must be ECSA registered (2 Points) 	ECSA Reg = 2 BSc / BTech = 3 PrCPM = 2		
	<ul style="list-style-type: none"> BSc/BTech: Civil Engineering Degree (3 Points) 	ND = 1 N6 = 0		
2	Site Agent: Civil Engineering or construction management or project management <ul style="list-style-type: none"> Minimum National Diploma: Civil Engineering Degree (2 Points) Must be SACPCMP / ECSA registered (2 Points) NQF Level 5 Labour Intensive Construction Certificate (1 Points) 	SACPCMP / ECSA Reg = 2 BSc/B-Tech = 2 NQF 5 LIC Cert = 1		
3	General Foreman <ul style="list-style-type: none"> Minimum NDip: Civil Engineering (3 Points) NQF 5 / N6 (1 Point) <p>(Maximum points is 3)</p>	ND = 3 NQF5 / N6 = 1		
4	Health and Safety Officer 5 years of experience as OHS in Road projects <ul style="list-style-type: none"> Minimum National Diploma (Safety management) and Registered with SACPCMP as CHSO (2 points) 	ND & SACPCMP = 2 Points ND=0		
Sub-Total: Qualifications		15		

CV's and Certified Qualifications should be attached.

TABLE A4: PLANT AND EQUIPMENT

TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1. Grader: No (1)	3		
2. TLB: No (2)	2		
3. Excavators: No (2)	4		
4. Water Cart: No (2) (16 000 litre)	2		
5. 10 m ³ Tipper Trucks: No (6)	6		
6. Vibratory Roller 12 ton:No (1)	1		
7. Pad Foot Roller 8 ton: No (1)	1		
8. LDV: No (2)	1		
Sub-Total: Plant and Equipment	20		

Contractor

Witness 1

Witness 2

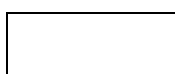
Employer

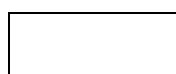
Witness 1

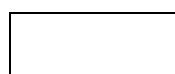
Witness 2

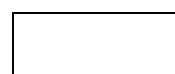
Note: Tenderers should attach certified proof of ownership certificate for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer becomes a successful bidder. The hiring company should also provide proof of ownership for such plants (For hiring, tenderers will only receive 50% of the full points for Plant and Equipment).


Contractor


Witness 1


Witness 2


Employer


Witness 1

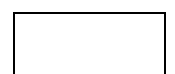

Witness 2

TABLE A5: SUMMARY

DESCRIPTION	Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
REPUTATION AND REFERENCE OF THE COMPANY: TABLE A1	40		
FINANCIAL REFERENCES: TABLE A2	10		
EXPERIENCE OF KEY STAFF: TABLE A3.1	15		
QUALIFICATION OF KEY STAFF: TABLE A3.2	15		
PLANT AND EQUIPMENT: TABLE A4	20		
TOTAL	100		

Minimum functionality requirements of seventy percent (70%) or 70 points required for further evaluation.

The 90/10-point scoring system will be used on second stage of evaluation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TENDER NO: 25 OF 2025

**UPGRADING OF TSHINO ACCESS ROAD
CIDB GRADING: 8 CE OR HIGHER**

T 2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a Bidder. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that Bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE BIDDER MUST COMPLETE AND SIGN THE FOLLOWING RETURNABLE SCHEDULES:

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

INDEX		PAGE NO
ADVERTISEMENT		
STANDARD CONDITIONS OF BIDDING		
SECTION 1: ADMINISTRATIVE COMPLIANCE		
MBD 1	INVITATION TO BID	
MBD 2	TAX CLEARANCE REQUIREMENTS	
MBD 3.1	PRICING STRUCTURE: FIRM PRICES SERVICES	
MBD 4	DECLARATION OF INTEREST	
MBD 5	DECLARATION OF PROCUREMENT ABOVE R10 MILLION	
MBD 6.1	PREFERENCE POINT SCHEDULE	
MBD 7.2	CONTRACT FORM - RENDERING OF SERVICES	
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
Form B	Record of Addenda to Tender Documents	
Form C	Authority for Signatory	
Form D	Preference Schedule	
Form E	Schedule of Previous Experience	
Form F	Schedule of Current Projects	
Form G	Declaration of good standing regarding tax & Original Tax Clearance Certificate	
Form H	Certificate of Attendance at Site Meeting	
Form I	Proposed Key Personnel	
Form J	Schedule of Plant and Equipment	
Form K	Schedule of Proposed Sub-Contractors	
Form L	Financial References	

Returnable Documents that will be incorporated into the contract

CONTRACT DOCUMENTS		
C1.1	Offer Portion of Form of Offer and Acceptance	
C1.2	Contract Data (Part 2)	
C1.3	Form of Guarantee (Third party Liability and All risk insurance)	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TENDER NO: 25 OF 2025

**UPGRADING OF TSHINO ACCESS ROAD
CIDB GRADING: 8 CE OR HIGHER**

T2.2 RETURNABLE SCHEDULES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR 25 OF 2025 UPGRADING OF TSHINO ACCESS ROAD
CLOSING DATE: 09 MAY 2025. TIME: 12:00**

The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

Completed Tender documents with attached documents, if any, must be completed in Ink and submitted in a sealed envelope and clearly marked "**TENDER NO: 25 OF 2025**" to be placed in Tender Box at MAKHADO LOCAL MUNICIPALITY's Office.

Bidders should ensure that bids are in the tender box at the closing time and date, including couriered documents. Any late documents will not be accepted for consideration.

The box is generally open during office hours: 07:00 – 17:00 Mondays to Fridays.

N.B.: Bidders must ensure that they submit the full bidding document with all the pages, all requested information completed and signed, including all supporting documents in the areas provided.

All bids must be submitted on the official forms – (not to be re-typed). Failure to complete the document in full may result in disqualification.

Bids completed in pencil, re-typed or where correction tape/fluid is used will be regarded as invalid bids.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications and technical proposals
2. Value for money
3. Capability to execute the contract
4. PPPFA & related regulations (including BBBEE)
5. Standard conditions of bidding
6. Special conditions of contract
7. General conditions of contract
8. Supporting documents where required

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner

NAME OF ENTERPRISE					
PHYSICAL ADDRESS:					
POSTAL ADDRESS:					
CONTACT PERSON					
TELNO: _____		CELLNO: _____			
FAXNO: _____		EMAIL: _____			
COMPANY REGISTRATION NUMBER:					
VAT NUMBER:		TAX REF NUMBER:			
CENTRALISED SUPPLIER DATABASE (CSD) NUMBER:		<u>MAAA</u>			
CIDB REGISTRATION NUMBER					
CIDB GRADING					
MAKHADO LOCAL MUNICIPALITY VENDOR NUMBER (NOT COMPULSORY):					
TOTAL BID PRICE/VALUE (INC. VAT) CARRIED OVER FROM BOQ/PRICING SCHEDULE:		R _____ INCLUDING VAT			
TOTAL NUMBER OF ITEMS OFFERED					
* PREFERENCE POINTS CLAIMED AS PER FORM MBD 6.1	B-BBEE RATING [LEVEL _____]	VALID B-BBEE CERTIFICATE ATTACHED	Yes	No	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?			Yes	No	
DISABLED [_____ %]	WOMEN [_____ %]	YOUTH [_____ %]			

****IF YES, WHO WAS THE CERTIFICATE ISSUED BY?***

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
 A REGISTERED AUDITOR
 A SWORN AFFIDAVIT
(tick applicable block)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (SEE MBD6.1) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?

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

NAME AND SURNAME: _____

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS ISSUED: _____

DATE: _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL INFORMATION MAY BE DIRECTED TO:

SUPPLY CHAIN BIDDING PROCEDURES:

CONTACT PERSON:

CONTACT DETAILS: (.....)

E-MAIL:

TECHNICAL QUERIES MAY BE DIRECTED TO:

CONTACT PERSON:

CONTACT DETAILS: (.....)

E-MAIL:

--

Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

NEED A TAX CLEARANCE? GO ONLINE

- Electronically request your Tax Compliance Status which will include a unique PIN which you can provide to any third party (if requested) to enable them to verify your tax compliance status online via e-Filing.
- Request a TCC via e-filing which will give you the option to print the TCC.
- Or request a TCC at a SARS branch where a SARS agent will be able to print or e-mail the TCC to you.
- To register for e-filing go to: www.sarsefiling.co.za

A tax compliant status is a holistic view of your tax compliance level across all your registered tax types.

Is your tax compliance status green?

- Ensure all tax returns are submitted
- No outstanding debt owed to SARS
- SARS has been notified of any change of residential or business address
- Your business is registered for all required tax types e.g. PAYE, VAT, income tax.

Check your tax compliance status by logging onto your e-filing profile and viewing your "my compliance Profile" and rectify any non-compliance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:

To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below authorising MAKHADO LOCAL MUNICIPALITY to check TCC for tender purposes only.

TCS Details	
Tax payer name	
Trading Name	
Purpose of request	TENDER
Request Reference number	
PIN	
PIN EXPIRY DATE	

Note: Bidders may attach their Tax compliance status printout to the bidding document.

I, _____ in my capacity as _____ duly appointed as authorised signatory holder, hereby grant **MAKHADO LOCAL MUNICIPALITY** permission to check the TCC status of _____ and it is duly understood that the search is for tender purposes only.

NAME AND SURNAME

DESIGNATION

DATE

SIGNATURE

FOR MAKHADO LOCAL MUNICIPALITY OFFICE USE ONLY:
VERIFIED YES / NO

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PRICING SCHEDULE – NON-FIRM PRICES
 (PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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
(INCLUDING VAT)			

- Required by:
- At:
- Brand and model
- Country of origin.....

- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

*Delete if not applicable

<div style="border: 1px solid black; width: 100%; height: 30px;"></div>	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

- IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or stakeholders
in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers,
principle shareholders, or stakeholders of this company
have any interest in any other related companies or
business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:
.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT 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.

.....
.....

YES / NO

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify 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.

2.2 If yes, provide particulars.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	05	N/A		N/A
Woman Ownership (attach CSD detail report or Certified copy of Smart ID)	03	N/A		N/A
Disability (Attach Disability letter from a Doctor)	02	N/A		N/A

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

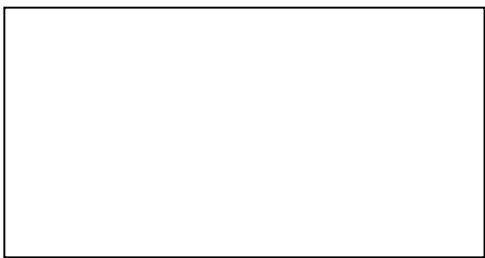
DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
			N/A	

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

SIGNED AT **MAKHADO** ON

NAME (PRINT) **MR KENT MBAVHALELO NEMANAME**

SIGNATURE

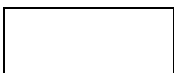
OFFICIAL STAMP 

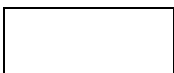
WITNESSES

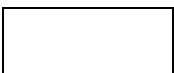
1

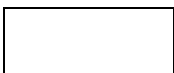
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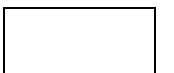

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that
(Name of Bidder)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**
2. **VAT Registration number, if any:**
3. **CIDB Registration number:**
4. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

5. Particulars of companies and close corporations:

Company Registration Number:

Close Corporation Number:

Tax reference Number:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. Record in the service of the state:

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of Directors of any Municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following information:

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

Name of Tenderer:

Date:

Signature :

Position:

Full name of signatory:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement)

2. **For Companies**

Shareholders register

3. **For Joint Venture Agreements**

Copy of the Joint Venture Agreement between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C AUTHORITY OF SIGNATORY

Details of the person responsible for the tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date).....

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPTIALS)
Pro-Forma

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE :

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED
ORIGINAL OR CERTIFIED COPY OF THE AUTHORITY OF
SIGNATORY ON COMPANY LETTERHEAD**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM D PREFERENCE SCHEDULE

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals. **Failure on the part of a Tenderer to sign this form will be interpreted to mean that point preference is not being claimed.**

The acceptable Tenderer obtaining the highest number of points will be awarded the contract. For Tenders with a Tender amount equal to or below R 50 000 000 a maximum of 80 points is allocated for price and a maximum of 20 points for meeting specific goals, which may include HDI equity, SMME status, job creation and local (South African) content. For Tenders with a Tender amount above R 50 000 000 a maximum of 90 points is allocated for price and a maximum of 10 points for meeting specific goals.

The points for the meeting of specific goals may only be awarded to an enterprise which is a legal entity, registered as an income taxpayer with the South African Revenue Services, and which is an independent and operating enterprise which performs commercially useful functions as set out below. Points can be denied where an enterprise subcontracts more than 30% of the value of the contract (excluding SMME's and emerging contractors and materials) at the time of award, exclusive of all VAT, allowances for contingencies, escalation and provisional sums, to other entities.

DEFINITIONS

"Acceptable Tender" means any Tender which, in all respects, complies with the conditions of the Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation.

"Council" refers to the **MAKHADO LOCAL MUNICIPALITY**.

"Equity ownership" refers to the percentage ownership and control, exercised by individuals within an enterprise.

"HDI equity ownership" refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage of shares that are owned by individuals meeting the requirements of the definition of an HDI.

"Historically disadvantaged individuals (HDIs)" means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document?)
- (ii) Women
- (iii) Disabled persons.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“SMME’s” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).

Tenders are adjudicated in terms of BM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

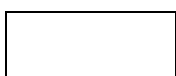
1. Technical adjudication and General Criteria

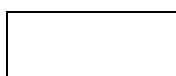
- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

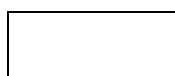
If the Tender does not comply with the Tender conditions, the Tender may be rejected. If technical specifications are not met, the Tender may also be rejected.

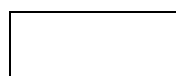
With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

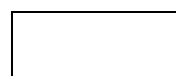
- Invalid Tax Compliance Status PIN Letter. (**Only valid tax compliance status PIN letters** must be attached to the Tender Document).
- Pages to be completed are removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required (e.g. only lump sums provided).
- Scratching out without initialing next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil.
- Failure to attend compulsory clarification meetings and site inspections.
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initiated by the authorised person in order for the document to constitute a proper Contract between the Employer (MLM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tendered or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory.

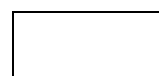

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

2. Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

4. Previous experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

5. Financial ability to execute the contract:

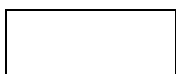
Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

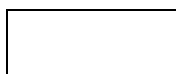
- Letter of intent to provide the required performance guarantee.
- Contacting the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tendered hereby grants his consent for this purpose.

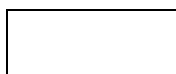
6. Good standing with SA Revenue Services

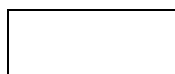
- Determine whether a valid tax compliance status PIN letter has been submitted.
- The Tenderer must affix a valid tax compliance status PIN letter

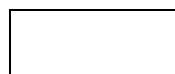
If the Tender does **not** meet the requirements contained in the MLM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

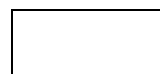

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

7. Penalties

The MAKHADO LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

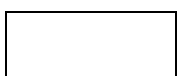
- Cancel the contract and recover all losses or damages incurred or sustained from the tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the contractor, its shareholders and directors from obtaining any business from the all Government Institution and would be registered under the National Treasurer Data base of Restricted Suppliers for a period of 5 years or More.

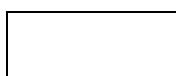
8. HDI Status

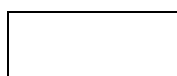
- Preference points stipulated in respect of a tender include preference points for equity ownership by HDIs.
- The equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- In the event that the percentage of ownership changes after the closing date of the tender, the tenderer must notify the Council accordingly and such tenderer will not be eligible for any preference points. Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

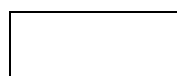
Claims made for equity ownership by an HDI must be considered according to the following criteria:

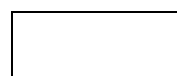
- Equity within private companies must be based on the percentage of equity ownership;
- A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more than 30% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

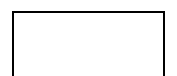

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

The following is applicable to calculate points for price in respect of tenders with a value above R 50 000,000-01 (VAT incl).	
90	Potential points for price
5	100% Black ownership (attach CSD detail report)
3	Woman Ownership (attach CSD detail report or Certified copy of Smart ID)
2	Disability (Attach Disability letter from a doctor)

I/we apply on behalf of my/our firm for a preference based on:

NON-JOINT VENTURES

	HDI		Disability
	No franchise in national elections (black persons)	Women	
	African, Coloured, Indian		
Equity ownership percentage			
For office use only: Number of preference points awarded by employer			
	Total:		

JOINT VENTURES

Name	Position occupied in Enterprise	Identity number	Citizenship	HDI Status (Y/N)	Date of Ownership	% Owned by HDI's	% Owned by Women
TOTAL						a	b

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NOTE

Where owners are themselves, a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows: -

Joint venture members	a % Contribution to the JV	b % HDI ownership	c=a * b/100 % HDI contribution
Total HDI contribution			

	HDI		Locality
	No franchise in national elections (black persons)	Women	
	African, Coloured, Indian		
The percentage of the contract value managed or executed by their HDI members.			
For office use only: Number of preference points awarded by employer			
	Total:		

5. Tender preferences claimed:

I / we apply on behalf of my / our firm for the following preference(s) and by claiming a preference confirm that all claims for equity ownership are in respect of individuals who are actively involved in the management of the enterprise or business:

Category of preference	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)
HDI (African, Coloured, Indian) equity ownership		
HDI (women) equity ownership		
Locality		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. Declaration with respect to preferences claimed in respect of HDI, women and locality:

6.1 List all shareholders by name, identity number, citizenship, status, ownership, as relevant

Name	ID Number	Date obtained South African citizenship	HDI status				Youth Yes/No	Percentage equity ownership, or in the case of a joint venture, the percentage of the contract to be managed or executed by targeted persons (%)
			No franchise in national elections (black persons)		Women Yes/No	Disabled person Yes/No		
			PPG (African)	Coloured, Indian				

6.1.2 How long has the entity been in existence?

6.1.3 Describe principal business activities:

.....

6.2 Declaration in respect of the claim for preference in respect of a disabled person

Complete the following with respect to claims for equity ownership relating to disabled persons:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

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

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar size with the same CIDB grading as required for this tender or larger size and which is similar with regard to the type of road construction work required for this tender) for projects that was successfully completed by the tenderer in the past 10 years. **This information is material to the award of the Contract.**

Description	Value (R) VAT Included	Year (s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer:

Date:

Signature:

Full name of signatory:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT Included	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer:

Date:

Signature:

Full name of signatory:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G DECLARATION OF GOOD STANDING REGARDING TAX

<h3 style="margin: 0;">SOUTH AFRICAN REVENUE SERVICES</h3>	Tender No: Closing Date:
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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 Bid:

DECLARATION

I, the undersigned, the above taxpayer/Bidder, 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.**

<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

ATTACH VALID TAX COMPLIANCE STATUS PIN LETTER

THE LETTER MUST NOT BE EXPIRED

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I PROPOSED KEY PERSONNEL

Please list all the personnel that you intend to appoint on this contract. Attach Organogram detailing the Company and Site Management Structure, Curriculum Vitae (CV's) of all relevant Site Management Personnel as required for this tender and the required Certified Qualification Certificates for all the relevant personnel. **This information is material to the award of the Contract.**

DESCRIPTION	<u>Name</u> of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Contracts Manager			
Site Agent			
General Foreman			
Foreman			
CHSO			
Land Surveyor			
Quantity Surveyor			
Materials Technician			
Clerk			
Supervisor			
Team Leader			
Skilled Labour			
Semi-skilled Labour			
Unskilled Labour			

Name of Tenderer:

Date:

Signature:

Full name of signatory:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J SCHEDULE OF PLANT AND EQUIPMENT

Attach Proof of Ownership (Registration certificates and valid Natis licensing documents or invoices for plant which are not liable for registration and/or licensing), or Letter of intent to hire plant from Plant Hiring Suppliers with the above-mentioned proof of ownership. **This information is material to the award of the Contract.**

1. TRENCH EXCAVATION	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. EARTH MOVING EQUIPMENT			
3. CONSTRUCTION EQUIPMENT			
4. TRANSPORT			

Name of Tenderer:

Date:

Signature:

Full name of signatory:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K SCHEDULE OF PROPOSED SUB-CONTRACTORS

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR


Name of Tenderer:


Date:


Signature:


Full name of signatory:



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM L FINANCIAL REFERENCES

FINANCIAL STATEMENTS

Attach a copy of the latest set of audited or independently reviewed financial statements for the past 3 financial years together with Directors and Auditors or Accountants report for consideration by the Employer.

DETAILS OF TENDERERS BANKING INFORMATION

Attach a valid Bank Rating Letter and a valid letter of intent from a registered financial services provider to provide 10% Performance Guarantee of the Tender Amount with specific reference to this tender with all required details for tender evaluations purposes. **This information is material to the award of the Contract.**

I/We hereby authorise the Employer/Employer’s Agent to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate)	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer:

Date:

Signature:

Full name of signatory:

Bank Stamp

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TENDER NO: 25 OF 2025

**UPGRADING OF TSHINO ACCESS ROAD
CIDB GRADING: 8 CE OR HIGHER**

T 2.3.1 RATES FOR SPECIAL MATERIALS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.2.1 RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of subclause 6.8.3 of the General Conditions of Contract(GCC). 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 Base month is **February 2025**

Special Materials	Unit [*]	Rates or Prices for the Base Month

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

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

Singed on behalf of the tender:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TENDER NO: 25 OF 2025

**UPGRADING OF TSHINO ACCESS ROAD
CIDB GRADING: 8 CE OR HIGHER**

C. AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety

Part C2: Pricing Data

- C2.1 Pricing Instructions

Part C3: Scope of Work

- C3.1 Scope of Work

Part C4: Site Information

- C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TENDER NO: 25 OF 2025

**UPGRADING OF TSHINO ACCESS ROAD
CIDB GRADING: 8 CE OR HIGHER**

C1 AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter in contract in respect of the following works: **“TENDER NO: 25 OF 2025, UPGRADING OF TSHINO ACCESS ROAD”**

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

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

THE OFFERED TOTAL FOR ALL THE WORKS (THE PRICES INCLUSIVE OF VALUE ADDED TAX) IS:

.....

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

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

Signature(s)

Name(s)

Capacity

For the Bidder
(Name and address of organisation)

Name & Signature

Of Witness
Name Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

- o Agreements and Contract Data (which includes this Agreement)
- o Pricing Data
- o Scope of Work
- o Site information

And drawings and documents or parts thereof, which may be incorporated by reference into above stated terms.

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

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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 Bidder
(Name and address of organisation)

Name & Signature

Of Witness
Name Date

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

5 Subject

Details

.....

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

For the Bidder
(Name and address of organisation)

Name & Signature

Of Witness
Name Date

FOR THE EMPLOYER

Signature(s)

Name(s)

Capacity

For the Bidder
(Name and address of organisation)

Name & Signature

Of Witness
Name Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works *General Conditions of Contract 2015 (GCC 2015, Third Edition)*”

Documents can be ordered from SAICE who can be contacted through their website www.saice.org.za. Physical address: SAICE House, Block 9, Thorn hill Office Park, Bekker Street, Midrand, Johannesburg. Telephone number: (011) 805 5947.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Clause	Data
SCC 1.4	The Name of the Employer is MAKHADO LOCAL MUNICIPALITY The address of the Employer is: Civic Centre 83 Krogh Street Makhado 0920 Telephone: 015 519 3000 Fax: 015 516 1195
SCC 3.4	The name of the Employer’s Agent is Nemorango Consulting Engineers The address of the Employer’s Agent is: 9 Watermelon Street

Contractor

Witness 1

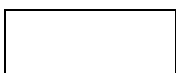
Witness 2

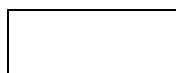
Employer

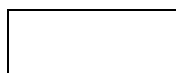
Witness 1

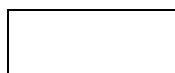
Witness 2

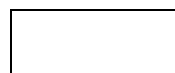
	<p>Platinum Park</p> <p>Polokwane</p> <p>0699</p> <p>Tel: 015 295 2023</p> <p>Fax: 015 295 2024</p>
<p>SCC 3.5</p>	<p>The Employer's Agent is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer:</p> <ol style="list-style-type: none"> 1. Approval of extension of time 2. Approval of additional costs 3. Approval of variation orders 4. Approval for the utilization of any contingencies 5. Approval of penalties
<p>SCC 5.3.1.1</p>	<p>The required approved documentation before the commencement of Work are as follows:</p> <ol style="list-style-type: none"> 1. Health and Safety File (Refer to Clause 4.3) 2. Programme of works (Refer to Clause 5.6) 3. Cashflow forecast (Refer to Clause 5.3.1.2) 4. Performance Guarantee (Refer to Clause 6.2) 5. Contractor All Risk Insurance (Refer to Clause 8.6) 6. Organogram, Curriculum Vitae (CV) and Qualifications of the key personnel. (Refer to Clause 5.3.1.3) 7. Letter of Acceptance (Refer to Clause 5.3.1.4)
<p>SCC 3.6</p>	<p>The health and safety Plan shall be delivered and approved by the Employer's Agent before the site handover/commencement date.</p>
<p>SCC 5.8.2 SCC 5.8.3</p>	<p>The special non-working days are the official builder's holiday plus all statutory public holidays.</p> <p>The year-end break commences on the second Friday of December and the first Monday of the subsequent year.</p>
<p>SCC 6.2.4</p>	<p>The time to deliver the Deed of Guarantee is 14 days.</p>
<p>SCC 6.2.5</p>	<p>The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of the Contract (Pro-forma included in section C1.3 to this document).</p>
<p>SCC 6.2.6</p>	<p>The liability of the guarantee shall be 10 %.</p>
<p>SCC 5.4</p>	<p>The Contractor shall commence executing the Works within 14 days from the Commencement Date.</p>
<p>SCC 5.5</p>	<p>The Contractor shall deliver his programme of work within 14 days.</p>
<p>SCC 8.6.1.2</p>	<p>The value of the materials supplied by the Employer to be included in the insurance sum is nil.</p>

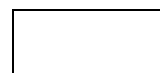

Contractor


Witness 1

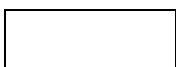

Witness 2

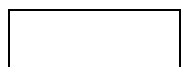

Employer

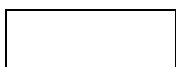

Witness 1

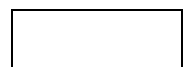

Witness 2

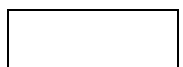
SCC 8.6.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
SCC 8.6.1.4	Professional fees not included in the contract price is nil
SCC 8.6.1.5	The limit of indemnity for liability insurance required should not be less than the contract amount.
SCC 8.6.1.6	the following additional and valid insurances are required: CAR & SASRIA
SCC 5.3.4	The Works shall be completed within 12 months including special non-working days.
SCC 5.6	The works programme is to be delivered within fourteen (14) days of the Commencement Date taken as the date of Site handover.
SCC 5.13.3	The penalty for failing to complete the work is R 3000.00 per calendar day including special non-working days.
SCC 6.10.2.1	The percentage advance on materials not yet built into the Permanent Works is 80 % .
SCC 6.10.3.1	The percentage retention on the amounts due to the Contractor is 10 % .
SCC 6.10.3.2	The limit of retention money is 10 % of the contract value.
SCC6.8.2.1	<p>The value of payment certificates is to be adjusted in accordance with the contract price Adjustment Schedule, Where</p> <p>The value of “ x “ is 0.150</p> <p>The values of the co-efficient are :</p> $(1 - x) \left(\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{CMt}{Mo} + \frac{dFt}{Fo} \right)$ <p>Projects predominantly:</p> <p>New road Construction Rehabilitation Concrete works(Major structures only)</p>

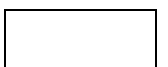

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

(Roads general)

a =	0.20	0.20	0.15
b =	0.40	0.35	0.20
c =	0.25	0.35	0.55
d =	0.15	0.10	0.10

“L” is the “Labour index” and shall be the “ Consumer Price Index “ for the urban area nearest to the site as specified by the Engineer in the appendix to the Tender and as published in the Statistical News Release, Po141, Table A of statistics South Africa.

“P” is the “Plant Index” and shall be the “Civil Engineering Plant Index” as published in the Statistical News released P0142.1 Table 4

“M” is the “Material Index” and shall be the Civil Engineering Material Index” as published in the statistical news Released P0142.1 Table 6

“F” is the “Fuel Index “ and shall be the diesel at wholesale level Coast /Witwatersrand Index as published in the statistical News released P0142.1 table 1

The suffix “ o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.

The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificates.

If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the employer’s agent shall estimate the value of such index.

Any correction, which may be necessary when the correct indices become known, shall be made by the Employer’s Agent in subsequent payment certificates. The urban area nearest the site is **Louis Trichardt**.

The base month is **April 2025** (The month prior to the month in which the closing date

Contractor

Witness 1

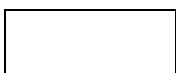
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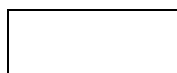
Employer

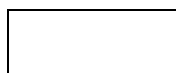
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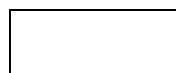
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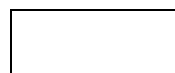
	of the tender falls).
<p>SCC 6.8.3.1</p>	<p>The following are special materials:</p> <p>Bitumen extracted from petroleum-based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the contractor or an approved sub-contractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 49.4 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (Paragraph 4(i) and 4(ii))</p>
<p>SCC 5.14.5.2.1</p>	<p>The Defects Liability Period is 12 months from the date of the Certificate of Completion.</p>
<p>SCC 5.16.3.1</p>	<p>The latent defect Period is 10 Years.</p>
<p>SCC 5.12.1.12</p>	<p>The additional clauses to the General Conditions of Contract are:</p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p>

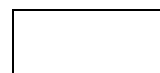

 Contractor


 Witness 1


 Witness 2


 Employer


 Witness 1


 Witness 2

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

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

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

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

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

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

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

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

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all

Contractor

Witness 1

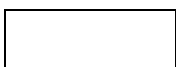
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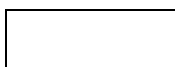
Employer

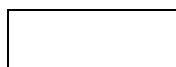
Witness 1

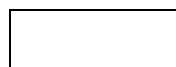
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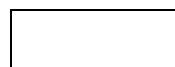
	necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.
SCC 5.12.1.14	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer’s Agent, all progress on an item or items of work on the critical path of 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, where “n” equals days indicated. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.
SCC 5.14.3.3	The contractor agrees to complete all remaining tasks and deliverables within 28 days following the issuance of the practical completion certificate. This includes addressing any outstanding issues, finalizing all work, and ensuring that all contractual obligations are met to the satisfaction of the Employer’s Agent. Failure to meet this deadline will result in the practical completion certificate being revoked and penalties as stipulated in the contract will be applied accordingly.
SCC 10.4.1.1	Dispute resolution is to first take place by means of an amicable settlement. The venue of all dispute resolution/determination shall be Makhado Local Municipality offices in Louis Trichardt.
SCC 10.4.2.1	If amicable settlement is unsuccessful, the dispute shall be resolved by adjudication.
SCC 10.5.2.1	The number of Adjudication Board Members to be Appointed is one (1).
SCC 10.7.4	Final dispute determination shall be by arbitration
SCC 11	<p>Add the following:</p> <p>Approval of the Employer is required for;</p> <p>i). Cessions – issuing of cessions by the Contractor is expressly prohibited except if and when prior written approval of the Employer under the signature of the Municipal Manager for the issue of the cession has been requested and obtained</p> <p>ii). Use of contingencies – for all items for which rates have not been approved in terms the contract.</p> <p>iii). Extension of Time – extension of time can only be granted by the Employer.</p>

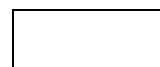

 Contractor


 Witness 1


 Witness 2


 Employer


 Witness 1


 Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the General Conditions of Contract for Construction Works General Conditions of Contract 2015 (GCC 2015, Third Edition), published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Sub- Clause	Data
1.1.17	The Contractor is: Name: The Address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: E-mail:

Contractor

Witness 1

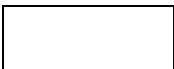
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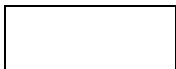
Employer

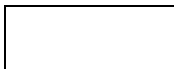
Witness 1

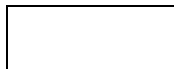
Witness 2

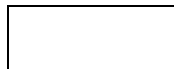
1.1.22	<p>Contractors Representative</p> <p>Name:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>
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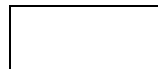

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

TENDER NO: 25 OF 2025

CIDB: 8 CE OR HIGHER

UPGRADING OF TSHINO ACCESS ROAD

WHEREAS

at
(Hereinafter referred to as "the Employer")

Entered into, on the day of 20, at

a Contract with

at
(Hereinafter referred to as "the Contractor")

for the construction of

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

AND WHEREAS
has/ have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. We hereby choose domicilium citandi etexecutandi for all purposes arising hereof at

.....

IN WITNESS WHEREOF this guarantee has been executed by us at on this day
of 20

As witnesses:

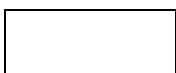
1. Signature

2. Signature

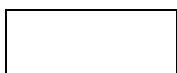
Duly authorised to sign on behalf of.....

Address

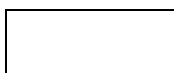
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Contractor



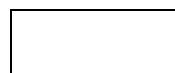
Witness 1



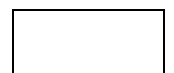
Witness 2



Employer



Witness 1



Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY

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

THIS AGREEMENT IS made at

on the day of in the year

Between MAKHADO 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

(hereinafter called "the Mandatory") of the other part, herein represented by

.....

in his capacity as

and being duly authorized by virtue of a resolution appended hereto as Annexure A;


WHEREAS the Employer requires certain works be constructed, viz **UPGRADING OF TSHINO ACCESS ROAD** and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).


NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:


- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract 2015 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or
 - (b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the 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


<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>


- (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
 - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC (as amended by Special Condition of Contract) and all relevant requirements of the above-mentioned Volume, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act; the safety procedures and rules of the employer by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory 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 Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

In witness hereof the parties are to set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER :

Witness

Witness

(Name)

(Name)

(Print)

(Print)

SIGNED FOR AND ON BEHALF OF THE MANDATORY :

Witness

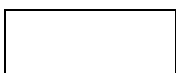
Witness

(Name)

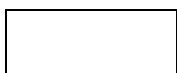
(Name)

(Print)

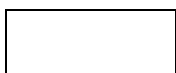
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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

ANNEXURE A

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

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on 20.....,
Mr//Ms whose signature
appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY :

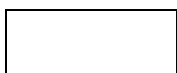
IN HIS/HER CAPACITY AS :

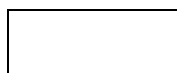
DATE :

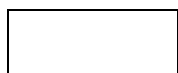
SIGNATURE OF SIGNATORY :

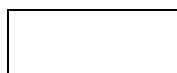
WITNESS : WITNESS :

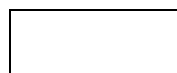
NAME (in capitals): NAME :

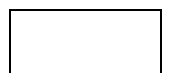

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



TENDER NO: 25 OF 2025
UPGRADING OF TSHINO ACCESS ROAD
CIDB GRADING: 8 CE OR HIGHER

C2 PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Schedule of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TENDER NO: 25 OF 2025

UPGRADING OF TSHINO ACCESS ROAD

CIDB GRADING: 8 CE OR HIGHER

C2.1 PRICING INSTRUCTIONS

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

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

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis.
4. Unless stated to the contrary, items are measured net in accordance with the specification and the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

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7. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

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

The tendered rates, prices and sums shall, subject only to the provisions of the applicable Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

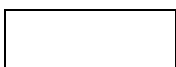
8. The quantities of work as measured and accepted and certified for payment in accordance with the applicable Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

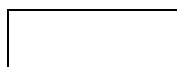
Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

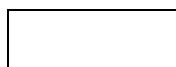
9. The Contract Data provides for the application of the Contract Price Adjustment Factor after 6 months and the adjustment will be done in accordance to Form MBD 3.2. The value of certificates issued in terms of Clause 6.10.1 (excluding the value of those special materials referred to in Clause 6.8.3) shall be increased or decreased by applying a "Contract Price Adjustment Factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

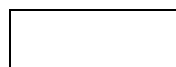
10. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

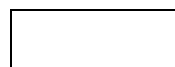
- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Tenderer Tenders to do the work
- Amount : The quantity of an item multiplied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

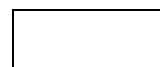

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

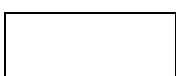
11. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

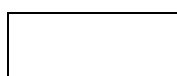
mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilo Newton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega Newton
MN-m	=	mega Newton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

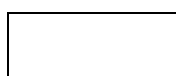
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

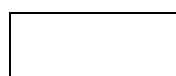
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

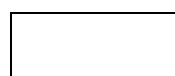
14. **Rates tendered for BOQ items are deemed to include for all required tools, equipment, plant, materials, labour and supervision necessary to complete that bill item. Off cuts and wastage are to be included in the tendered rate.**

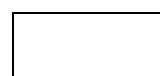

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

15. Mistakes made by the Tenderer in completion of the BoQ shall not be erased or covered with correcting fluid. A line shall be drawn through the incorrect entry and the correct entry shall be written above the deletion and initialled by the Tenderer. Failure to observe this Condition may lead to the Tender being disqualified.
16. By nature, a Design and Build Contract BoQ will contain a significant amount of sums. In order to facilitate payment during the Design Build period, it is in the Contractors interest to append a detailed Bill of Quantity for each sum detailing what the sum is made up of.
17. Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.
18. **Crossing-out of allocated Provisional Sums on the Bill of Quantities shall lead to disqualification of the Bidder.**
19. **The actual work shall be re-measurable during construction.**
"Re-measurement Contract" means the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.
20. Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
21. 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.

Contractor

Witness 1

Witness 2

Employer

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1200 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1200	COLTO 1200	SECTION 1200 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
		GENERAL REQUIREMENTS AND PROVISIONS				
B12.01		Provision for Community Liason Officer, Students and Project Steering Committee				
		(i) Payment of community liason officer @ R6 000/ month	Prov Sum	1.00	102 000.00	102 000.00
		(ii) Payment of 4 students @ R5 000/ month	Prov Sum	1.00	260 000.00	260 000.00
		(iii) Payment of Steering Committee R 250/ person/ each sitting	Prov Sum	1.00	25 500.00	25 500.00
		(iv) Handling costs and profit in respect of sub-items (i), (ii) and (iii) above	%		R 387 500.00	
B12.02		Structured Training (as specified in part D of the project specification)				
		(b) Entrepreneurial Skills	Prov Sum	1.00	150 000.00	150 000.00
		(c) Generic Skills	Prov Sum	1.00	150 000.00	150 000.00
		(d) Provision of training venue (only if required)	Prov Sum	1.00	15 000.00	15 000.00
		(c) Handling costs and profit in respect of sub-items (a), (b) and (d) above	%		R 315 000.00	
B12.03		The Contractor's Obligations In Respect of Local Labourers				
		(a) Provision for Medical Examination for Local Labourers	L/Sum	1.00		
PS12.05		Protection, removal, relocation and replacement of Utility services.				
		(a) Utility services				
		(i) Protection, removal, relocation and replacement of existing services.	PC Sum	1.00	320 000.00	320 000.00
		(ii) Handling costs and profit in respect of sub-items (a) (i) above	%		R 320 000.00	
B12/C1.1		Contractor's initial obligation in respect of the OHS Act and Construction Regulations including compliance to COVID19 regulations	L/Sum	1.00		
B12/C1.2		Contractor's Time related Obligations in respect of the OHS Act and Construction Regulations including compliance to COVID19 regulations	Month	13.00		
B12/C1.3		Submission of Health and Safety File	L/Sum	1.00		
B12/C1.4		Provision of Labourer's PPE				
		(a) Labourer's PPE	No	40.00		
B12.04		(a) Provisional sum for dismantling and re-erection of existing fences including erection of new fences where required	Prov-sum	1.00	50000.00	50 000.00
		(b) Provisional sum for land acquisition including payment of royalties to the relevant traditional authorities	Prov-sum	1.00	100000.00	100 000.00
		(c) Materials to be used during execution of dayworks	Prov-sum	1.00	50000.00	50 000.00
		(d) Handling costs and profit in respect of sub-items (a), (b) and (c) above	%		200000.00	
B12.05		Induction of Staff i.e. Provision of inoculations to staff (Waste water treatment plant environment related)	L/Sum	1.00		
B13.06		Supply, transport to site and erect contract sign boards as per drawing	No	2		
TOTAL AMOUNT OF SECTION 1300 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
13.01	COLTO 1300	<p>SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</p> <p>(a) Fixed obligations</p> <p>(b) Value-related obligations</p> <p>(c) Time-related obligations</p> <p>Contractors de-establishment</p> <p>The cost of the contractor to de-establish the site</p>	<p>L/Sum</p> <p>L/Sum</p> <p>Month</p> <p>Sum</p>	<p>1</p> <p>1</p> <p>13</p> <p>1</p>		
TOTAL AMOUNT OF SECTION 1300 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

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

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
14.01	COLTO 1400	<p>HOUSING, OFFICES AND LABORATORIES FOR ENGINEER'S SITE PERSONNEL</p> <p><u>Office and laboratory accommodation :</u></p> <p>the provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burgular proofing, painting, floors, fencing, the provision of a 220/230 volt electric switchboards, etc, water and sewerage installation , and stores complete, in accordance with the drawings and specifications, except for items scheduled elsewhere :</p>				
		(a) Office floor space (interior floor space only)	m ²	45		
		(b) Ablution blocks	m ²	20		
14.02		<p><u>Office and Laboratory Furniture</u></p>				
		(a) Chairs	no.	30		
		(d) Desks, complete with drawers and locks	no.	2		
		(f) Conference table	no.	1		
14.03		<p><u>Office and laboratory fittings, installations and equipment:</u></p>				
		(a) Items measured by number:				
		(i) 220/250 volt power point	no.	2		
		(ii) 400/231 volt 3-phase power point	no.	2		
		(iii) Double 80 watt flourescent-light fittings complete with ballast and tubes	no.	3		
		(iv) Double 55 watt flourescent-light fittings complete with ballast and tubes	no.	3		
		(v) Single incandescent-light fittings complete with 100 watt globes	no.	4		
		(vi) Wash-hand basins complete with taps and drains	no.	1		
		(xi) Air-conditioning unit with, 2.2 kW minimum capacity, and with own power connection	no.	2		
		(xvi) Refrigerators	no.	1		
		(x) Fire extinguishers, 9,0kg, all purpose dry powder type, complete, mounted on wall with brackets inclusive of signs	no.	2		
		(xv) Steel filing cabinets with drawers	no.	2		
TOTAL CARRIED FORWARD TO NEXT PAGE						

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

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	UNIT	AMOUNT
BROUGHT FORWARD FROM PREVIOUS PAGE						
		(b) Prime cost items and items paid for in lump sum:				
		(v) The provision of telephone service, including the cost of calls in connection with the contract administration and telephone rental	Prov Sum	1	25 000.00	25 000.00
		(ii) Handling costs and profit in respect of subitem 14.03(b)(i) above	%	R 25 000.00		
		(viii) Notice boards as per drawings	no.	1		
		(ix) White board	no.	1		
14.04		<u>Car ports</u>				
		Car ports, as specified, at offices and laboratory buildings	no.	2		
14.08		<u>Services:</u>				
		The provision of water, electricity, low-pressure gas, sewerage, septic tanks, sewage, and rubbish removal, cleaning services, maintenance and repairs, all as specified in clause 1404, including the construction and maintenance of the access roads, footpaths, etc:				
		(a) Services at offices and laboratories:				
		(i) Fixed costs	Sum	1		
		(ii) Running costs	Month	13		
TOTAL CARRIED FORWARD TO NEXT PAGE						

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

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	UNIT	AMOUNT
BROUGHT FORWARD FROM PREVIOUS PAGE						
14.03		<u>Office and laboratory fittings, installations and equipment:</u> (xix) Automatic level with tripod including marking pegs (xx) 100m "stylon" steel tape (xxi) 5m leveling staff (1cm gradutions with buble) (xxv) Safety Boots	no.	1		
14.10		<u>Provision of photostat facilities</u>				
B14.11		<u>Provision of facsimilie/internet facilities</u>	Sum	1		
B14.12		Provision of computers and printers (a) A4 Printers	no.	1		

TOTAL AMOUNT OF SECTION 1400 CARRIED FORWARD TO SUMMARY OF SCHEDULES

1500: ACCOMMODATION OF TRAFFIC						
ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
15.01	COLTO 1500	ACCOMMODATION OF TRAFFIC Accommodating traffic and maintaining temporary deviations	km	7.4		
15.02		<u>Earthworks for temporary deviations:</u> (a) Shaping of temporary deviations	km	7		
		(b) Cut and borrow to fill	m ³	3308		
		(c) Cut to spoil	m ³	4962		
15.03		<u>Temporary traffic-control facilities:</u> (a) Flagmen	man-day	1800		
		(b) Portable STOP and GO-RY signs	no.	6		
		(c) Temporary traffic-control signals as specified or as shown on drawings	no.	6		
		(d) Amber flicker lights	no.	6		
		(e) Road signs, R- and TR-series (size indicated)	no.	9		
		(f) Road signs, TW-series (size indicated)	no.	10		
		(g) Road signs, STW-, DTG-, TGS-, AND TG-series (excluding delineators and barricades)	no.	15		
		(h) Delineators (DTG50J) (size indicated):				
		(i) Single	no.	35		
		(ii) Mounted back to back	no.	45		
		(i) Movable barricade/road sign combination (size indicated)	no.	2		
		(j) Traffic cones	no.	66		
15.05		<u>Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations :</u> (a) Temporary deviations	m ³	500		
15.06		Watering of temporary deviations	Kl	6000		
15.07		Blading of road by grader : (a) Temporary deviations	km-pass	15		
15.10		Accommodation of traffic where the road is constructed in half-widths	km	2		
15.22.01		Backfilling : (a) Using the excavated material	m ³	3330		
15.22.02		Overhaul on material hauled in excess of a free-haul distance of 0.5km, for haul up to or through 1.0 km (restricted overhaul)	m ³	3000		
TOTAL AMOUNT OF SECTION 1500 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

1600: OVERHAUL

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
16.01	COLTO 1600	OVERHAUL Overhaul on material hauled in excess of a free-haul distance of 5 km, for haul up to or through 5.0 km (restricted overhaul)	m ³	28800		
16.02		Overhaul on material hauled in excess of 5.0 km	m ³ -km	144000		
TOTAL AMOUNT OF SECTION 1600 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

1700: CLEARING AND GRUBBING

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
17.01	COLTO 1700	CLEARING AND GRUBBING Clearing and grubbing	ha	5		
17.02		<u>Removal and grubbing of large trees and tree stumps:</u> (a) Girth exceeding 1 m up to and including 2 m (b) Girth exceeding 2 m up to and including 3 m	no.	15		
17.03		Reclearing of surfaces (on written instructions of the engineer only)	ha	2		
TOTAL AMOUNT OF SECTION 1700 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

1800: DAYWORKS						
ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
18.01	COLTO 1800	DAYWORKS				
		<u>Personnel during normal working hours</u>				
		a) Unskilled labour	h	80		
		b) Semi-skilled labour	h	80		
		c) Skilled labour	h	60		
18.02		d) Ganger	h	45		
		e) Flagmen	h	45		
		<u>Personnel outside normal working hours</u>				
18.03		a) Outside normal working hours and Saturdays (i) Unskilled labour	h	30		
		b) Sundays and public holidays (i) Unskilled labour	h	30		
18.04		Plant				
		a) Cat D7H Dozer or equivalent	h	35		
		b) Cat 350 Excavator or equivalent	h	35		
		c) Cat 428 TLB or equivalent	h	35		
		d) Cat 140G or equivalent	h	35		
		e) Cat 930 Loader or equivalent	h	35		
		f) Bomag BW90 Pedestrian roller or equivalent	h	25		
		g) Watercart 5 000l	h	30		
		h) 5 m ³ Tippers	h	15		
		i) 10 m ³ Tippers	h	30		
18.04		j) Chainsaw	h	15		
		<u>Transport</u>				
18.04		a) LDV	Km	1800		
		b) Flatbed truck	Km	1250		
TOTAL AMOUNT OF SECTION 1800 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

2100: DRAINS						
ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
21.01	COLTO 2100	DRAINS Excavation for open drains: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m (ii) Exceeding 1.5 m and up to 3.0 m (b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	1950		
21.03		Excavation for subsoil drainage systems: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m (ii) Exceeding 1.5 m and up to 3.0 m (b) Extra over subitem 21.03(a) for excavation in hard material, irrespective of depth	m ³	350		
21.06		Natural permeable material in subsoil drainage systems (crushed stones): (a) Crushed stone grade 19mm from commercial sources	m ³	150		
21.07		Natural permeable material in subsoil drainage systems (sand): (a) Sand medium grade 2mm from commercial sources	m ³	200		
21.08		Pipes in subsoil drainage systems (b) Unplasticized PVC pipes and fittings complete with couplings (i) 110mm internal dia. Perforated	m	500		
21.09		Polyethylene sheeting 0.15mm thick, or similar, approved material, for lining subsoil drainage systems	m ²	1000		
21.10		Synthetic fibre filter fabric (Grade A2)	m ²	400		
21.12		Concrete outlet structures, manhole boxes, junction boxes, and cleaning eyes for subsoil drainage systems: LI (a) Outlet structures LI (b) Cleaning eyes	No	2		
21.13		Concrete caps for subsoil drain pipes	No	2		
21.15		Overhaul for material hauled in excess of 1,0 km free haul (normal overhaul)	m ³ -km	1500		
21.17		Test flushing of pipe subsoil drains	No	2		
21.18		Subsoil outlet marker board	No	2		
TOTAL AMOUNT OF SECTION 2100 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

2200: PREFABRICATED CULVERTS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
22.01	COLTO 2200	PREFABRICATED CULVERTS				
		<u>Excavation:</u>				
		(a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m (ii) Exceeding 1.5 m and up to 3.0 m (b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	5800		
22.02		<u>Backfilling:</u>				
		(a) Using the excavated material (b) Extra over subitems 22.02(a) and (b) for soil cement backfilling (8% cement)	m ³	3480		
22.03		<u>Concrete pipe culverts:</u>				
		(a) On class B bedding (600mm diameter) - 50D	m	1100		
		(b) On class B bedding (750mm diameter) - 75D	m	120		
		(c) On class B bedding (750mm diameter) - 50D	m	300		
		(d) On class B bedding (850mm diameter) - 50D	m	50		
		<u>Portal and rectangular culverts:</u>				
		(a) Without prefabricated floor slabs (900mm x 900mm RP-75S)	m	40		
		(b) Without prefabricated floor slabs (1200mm x 1200mm RP-75S)	m	50		
22.04		<u>Cast in situ concrete and formwork:</u>				
		(a) in floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish (30 Mpa strength) (b) in floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish (15 Mpa strength)	m ³	90		
22.05		<u>Steel reinforcing:</u>				
		(a) Mild steel bars	t	7		
		(b) High-tensile steel bars	t	7		
		<u>Brickwork:</u>				
		(a) 115 mm thick (b) 230 mm thick	m ²	250		
		(c) In inlet and outlet structures, skewes ends, catchpits, manholes thrust and anchor blocks, excluding formwork but including Class U2 surface finish (i) Class 30/19 concrete	m ³	30		
		Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free-haul distance	m ³ -km	3480		
TOTAL AMOUNT OF SECTION 2200 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
23.01	COLTO 2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS <u>Concrete kerbing (Un-mountable kerb):</u>				
		(a) Figure 8C Pre-cast Concrete kerb	m	7168.2		
		(b) Figure 5 Pre-cast Barrier Concrete kerb	m	200		
23.06		<u>Inlet, outlet, transition and similar structures (measured by components):</u>				
		(a) Concrete (30 Mpa)	m ³	50		
		(b) Class U2 surface finish to cast in situ concrete (for inlet, outlet and similar structures)	m ²	200		
23.07		<u>Trimming of excavations for concrete-lined open drains:</u>				
		(a) In soft material	m ²	8271		
		(b) In hard material	m ²	150		
23.08		<u>Concrete lining for open drains:</u>				
		(a) Cast in situ concrete lining (class of concrete 35MPa for the V-drain and Drifts)	m ³	1902.33		
		(b) Class U2 surface finish to cast in situ concrete (V-drain Channel and the tankers waste deposit point platform)	m ²	9511.65		
23.09		<u>Formwork to cast in situ concrete lining for open drains (class F2 surface finish):</u>				
		(a) To sides with formwork on the internal face only	m ²	11028		
23.10		Sealed joints in concrete linings of open drains and concrete apron	m	11028		
23.12		<u>Steel reinforcement:</u>				
		(a) Welded Steel fabric (Ref-193)	kg	21284.04		
23.13		Polyethylene sheeting (0.15 mm thick) for concrete-lined open drains	m ²	11028		
23.15		Precast concrete blocks in outlet structures	No	20		
TOTAL AMOUNT OF SECTION 2300 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

3100: BORROW MATERIALS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
31.01	COLTO 3100	BORROW MATERIALS Excess overburden	m ³	1053		
31.02		<u>Excess overburden in borrow pits for obtaining crushed stone for pavement layers:</u>				
		(a) Overburden in soft or intermediate excavation	m ³	315.9		
		(b) Overburden in hard excavation	m ³	157.95		
31.03		<u>Finnishing-off borrow areas in:</u>				
		(a) Hard material	ha	0.5		
		(b) Intermediate material	ha	1.5		
		(c) Soft material	ha	2		
B31.04		Fencing of borrow area	km	1		
TOTAL AMOUNT OF SECTION 3100 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

3300: MASS EARTHWORKS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
33.01	COLTO 3300	MASS EARTHWORKS				
		<u>Cut and borrow to fill, including free-haul up to 0.5 km:</u>				
		(ii) Compacted to 90% modified AASHTO density	m ³	3510		
33.04		<u>Cut to spoil, including free-haul up to 0.5 km. Material obtained from:</u>				
		(a) Soft excavation	m ³	22828		
		(b) Intermediate excavation	m ³	2283		
		(c) Hard excavation	m ³	457		
		(d) Boulder excavation class A	m ³	150		
33.07		<u>Removal of unsuitable material (including free-haul of 0.5 km)</u>				
		(a) In layer thicknesses of 200 mm and less:				
		(ii) Unstable material	m ³	1120		
		(b) In layer thickness exceeding 200 mm:				
		(ii) Unstable material	m ³	672		
33.10		<u>Roadbed preparation and the compaction of material:</u>				
		(b) Compaction to 93% of modified AASHTO density	m ³	7609		
33.13		<u>Finishing-off cut and fill slopes, medians and interchange areas:</u>				
		(a) Cut slopes	m ²	8271		
		(b) Fill slopes	m ²	1240.65		
TOTAL AMOUNT OF SECTION 3300 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
34.01	COLTO 3400	<p>PAVEMENT LAYERS OF GRAVEL MATERIAL</p> <p><u>Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 5km:</u></p> <p>(a) Gravel selected layer compacted to:</p> <p>(i) 93% of modified AASHTO density (150 mm)</p> <p>(c) Gravel subbase (unstabilized material) compacted to:</p> <p>(i) 95% of modified AASHTO density (150 mm)</p> <p>(c) Gravel base (chemically stabilized material) compacted to:</p> <p>(i) 98 % of modified AASHTO density (150 mm)</p>	m ³	7514		
34.02		<p><u>Extra over item 34.01 for adding extra material as</u></p> <p>(a) Gravel shoulder wearing course</p> <p>(b) Gravel subbase</p>	m ³	1427		
TOTAL AMOUNT OF SECTION 3400 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

3500: STABILIZATION

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
35.01	COLTO 3500	STABILIZATION Chemical stabilization (150mm layer thickness for the subbase layer)	m ³	1304		
35.02		Chemical stabilization (150mm layer thickness for the Base layer)	m ³	5992		
		<u>Chemical Stabilizing agent:</u>				
		(a) Ordinary portland cement	t	460		
35.04		Provision and application of water for curing	kl	2250		
TOTAL AMOUNT OF SECTION 3500 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

4100: PRIME COAT

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
41.01	COLTO 4100	<p>PRIME COAT</p> <p><u>Prime coat:</u></p> <p>(a) RTH 3/12P or RTL 3/12P tar prime</p> <p>(b) Quick drying RTH 1/4P tar prime</p> <p>(c) MC-30 cut-back bitumen</p>	<p><i>l</i></p> <p><i>l</i></p> <p><i>l</i></p>	<p>3550</p> <p>50</p> <p>800</p>		
TOTAL AMOUNT OF SECTION 4100 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

4200: ASPHALT BASE AND SURFACING

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
42.02	COLTO 4200	<p>ASPHALT BASE AND SURFACING</p> <p><u>Asphalt surfacing (30mm thickness):</u></p> <p>(a) Continuously graded (60/70 Pen.Bitumen and Medium Grading)</p>	m ²	3 550		
42.04		Tack coat of 30 % stable-grade emulsion	l	2 840		
42.08		100 mm cores in asphalt paving	No	6		
TOTAL AMOUNT OF SECTION 4200 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
51.01	COLTO 5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION Stone pitching: (b) Grouted stone pitching	m ²	230		
TOTAL AMOUNT OF SECTION 5100 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

5200: GABIONS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
52.01	COLTO 5200	GABIONS Foundation trench excavation and backfilling :				
		(b) In all other classes of material	m ³	74		
52.02		Surface preparation for bedding the gabions	m ²	45		
52.03		Gabions				
		(a) Galvanized gabion boxes (2m x 1m x 1m boxes using un-weathered and solid without flaking or weathering rocks with the sizes ranging between 100mm to 200mm), 80 x 100 hexagonal 2.7mmØ Class A mesh wire	m ³	65		
		(c) Galvanized gabion mattresses (6m x 2m x 0.3m) 1m diaphragm spacing, 60x 80 hexagonal 2.2mmØ Class A mesh wire	m ³	45		
52.04		Filter fabric				
		(a) Grade A2	m ²	180		
TOTAL AMOUNT OF SECTION 5200 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

5400: GUARDRAILS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
54.01	COLTO 5400	GUARDRAILS Guardrails on timber posts: (a) Galvanized	m	450		
54.03		Extra over items 54.01, 54.02 and 54.11 for horizontally curved guardrails factory bent to a radius of less than 45m	m	0		
54.04		End treatments: (a) End wings	no	12		
54.06		Reflective plates	no	120		
TOTAL AMOUNT OF SECTION 5400 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

5600: ROAD SIGNS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B56.01	COLTO 5600	ROAD SIGNS Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class III retro-reflective material, where the sign board is constructed from :				
		(a) Aluminium sheet (2.0 mm thick) :				
		(i) Area not exceeding 2 m ²	m ²	135		
		(ii) Area exceeding 2 m ² but not 10 m ²	m ²	25		
		(iii) Area exceeding 10 m ²	m ²	10		
56.02		Extra over item 56.01 for using:				
		(a) Background of retro-reflective material :				
		(iii) Class III	m ²	10		
		(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material :				
		(ii) Class III	m ²	118		
56.03		Road sign supports (overhead road sign structures excluded) :				
		(b) Timber (100mm diameter)	m	187		
56.05		Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	30		
56.06		Extra over item 56.05 for cement-treated soil backfill	m ³	45		
56.07		Extra over item 56.05 for rock excavation	m ³	15		
TOTAL AMOUNT OF SECTION 5600 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

5700: ROAD MARKINGS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
57.01	COLTO 5700	ROAD MARKINGS Road-marking paint : (a) White lines (broken or unbroken) (100mm wide) (b) Yellow lines (unbroken) (100mm wide) (d) White lettering and symbols (e) Yellow lettering and symbols (f) Transverse lines, painted island and arrestor bed markings (any colour)	km	5.514		
57.04		Variations in rate of application : (a) White paint (b) Yellow paint (d) Retro-reflective beads	l	253		
57.05		Roadstuds	kg	30		
57.06		Setting out and pre-marking of the lines (excluding traffic-island markings, lettering and symbols)	No	1500		
			km	5.52		
TOTAL AMOUNT OF SECTION 5700 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
59.01	COLTO 5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS Finishing the road and road reserve: (b) Single carriageway road	km	5.5		
59.02		Treatment of old roads and temporary deviations	km	1		
TOTAL AMOUNT OF SECTION 5900 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

7300: CONCRETE BLOCK PAVING FOR ROADS						
ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
73.01	COLTO 7300	CONCRETE BLOCK PAVING FOR ROADS Concrete block paving:				
	LI	(a) Block paving (80mm thick Interlocking bricks with the concrete strength of 25Mpa)	m ²	45241		
73.02		Cast in situ concrete edge and intermediate beams (Class of concrete 30 Mpa)	m ³	15		
73.03		Provision of approved herbicide and ant poison				
		(a) Provision of approved herbicide and ant poison	PC Sum	1	70 000.00	70 000.00
		(b) Handling costs and profit in respect of sub-items (a) above	%	70 000.00		
B73.04		Speed Humps	No	8		
TOTAL AMOUNT OF SECTION 5700 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

7400: PATENT EARTH RETAINING SYSTEMS						
ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
74.01	COLTO 7400	PATENT EARTH RETAINING SYSTEMS Patent earrrth retaining systems:				
	LI	(a) Löffelstein precast concrete blocks of type (L300)	m ²	500		
TOTAL AMOUNT OF SECTION 5700 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

8100: TESTING MATERIAL AND WORKMANSHIP						
ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
81.02	COLTO 8100	TESTING MATERIALS AND WORKMANSHIP Other special tests requested by the engineer (a) Handling costs and profit in respect of sub-items 81.02 above	Prov Sum %	1 50 000.00	50 000.00	50 000.00
TOTAL AMOUNT OF SECTION 5700 CARRIED FORWARD TO SUMMARY OF SCHEDULES						

SCHEDULE A- ENVIRONMENTAL MANAGEMENT PLAN

ITEM NO.	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A1000		ENVIRONMENTAL MANAGEMENT PLAN				
A100.01		Penalty for unnecessary removal or damage to trees for the following diameter sizes:				
		(a) 2 600mm girth or less	No		-5000	Rate Only
		(b) Greater than 2 600mm, but less than 6 180mm girth	No		-6000	Rate Only
		(c) Greater than 6 180mm girth	No		-10000	Rate Only
A100.02		Penalty for serious violations:				
		(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	No		-10000	Rate Only
		(b) General damage to sensitive environments	No		-5000	Rate Only
		(c) Damage to cultural and historical sites	No		-5000	Rate Only
		(d) Pollution of water sources	No		-10000	Rate Only
		(e) Unauthorised blasting activities	No		-5000	Rate Only
		(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost	No		-1000	Rate Only
		(g) Damage to sensitive vegetation within "no-go" areas of vegetation damaged, plus rehabilitation thereof at contractors cost	No		-1000	Rate Only
A100.03		Penalty for less serious violations:				
		(a) Littering on site	No		-1000	Rate Only
		(b) Lighting of illegal fires on site	No		-1000	Rate Only
		(c) Persistent or un-repaired fuel and oil leaks	No		-1000	Rate Only
		(d) Any person related to the contractor's operations found within the designated "no-go" areas	No		-500	Rate Only
		(e) Any vehicles or equipment related to the Contractor's operations found within the designated "no-go" areas	No		-500	Rate Only
		(f) Excess dust or excess noise emanating from site	No		-500	Rate Only
		(g) Dumping of milled material in side drains or on grassed areas]	No		-500	Rate Only
		(h) Possession or use of intoxicating substances on site	No		-500	Rate Only
		(i) Any vehicles being driven in excess of designated speed limits	No		-500	Rate Only
		(j) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	No		-500	Rate Only
		(k) Illegal hunting	No		-500	Rate Only
		(l) Urination and defecation anywhere except in designated areas	No		-500	Rate Only
TOTAL AMOUNT OF SCHEDULE A CARRIED FORWARD TO SUMMARY OF SCHEDULES						Rate Only

DESCRIPTION	AMOUNT
	BILL
<u>SUMMARY OF SCHEDULES</u>	
SECTION 1200 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR ENGINEER'S SITE PERSONNEL	
SECTION 1500 : ACCOMMODATION OF TRAFFIC	
SECTION 1600 :OVERHAUL	
SECTION 1700 : CLEARING ANG GRUBBING	
SECTION 1800: DAYWORKS	
SECTION 2100 : DRAINS	
SECTION 2200 : PREFABRICATED CULVERTS	
SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINNINGS FOR OPEN DRAINS	
SECTION 3100 : BORROW MATERIALS	
SECTION 3300 : MASS EARTHWORKS	
SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL	
SECTION 3500 : STABILIZATION	
SECTION 4100: PRIME COAT	
SECTION 4200 : ASPHALT BASE AND SURFACING	
SECTION 5100 : PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
SECTION 5200 : GABIONS	
SECTION 5400 : GUARDRAILS	
SECTION 5600 : ROAD SIGNS	
SECTION 5700 : ROAD MARKINGS	
SECTION 5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS	
SECTION7400: PATENT EARTH RETAINING SYSTEMS	
SECTION 8100: TESTING MATERIAL AND WORKMANSHIP	
ENVIRONMENTAL MANAGEMENT PLAN - SCHEDULE A	Rate Only
ROADWORKS SUB-TOTAL	
SUB-TOTAL 1	
ADD 5% CONTINGENCIES	
SUB-TOTAL 2	
ADD 2.5% CONTRACT PRICE ADJUSTMENT	
SUB-TOTAL 3	
ADD VAT @ 15%	
TOTAL CARRIED TO FORM OF OFFER	



TENDER NO: 25 OF 2025

UPGRADING OF TSHINO ACCESS ROAD

CIDB GRADING: 8 CE OR HIGHER

C3 SCOPE OF WORK

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TENDER NO: 25 OF 2025

UPGRADING OF TSHINO ACCESS ROAD

CIDB GRADING: 8 CE OR HIGHER

C3: SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

- PS-1 Project Description
- PS-2 Description of the Site and Access
- PS-3 Details of the Works
- PS-4 Construction Management Requirements
- PS-5 Security Clearance of Personnel
- PS-6 Subcontractors
- PS-7 Supply of Materials
- PS-8 Execution of Works

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

- C 3.2.1 Standard specifications
- C.3.2.2 Project specifications relating to standard specifications

C3.3 PARTICULAR SPECIFICATIONS

- SECTION PC Trimming Of Site
- SECTION PC Maintenance
- SECTION PE Contingencies
- SECTION PG Generic Labour-Intensive Specification
- SECTION POHS
- OHSA 1993 Safety Specification

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3 Scope of Work

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

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer’s objectives

The employer’s objective is to upgrade the internal streets of Tshino Location from gravel to paving for a total length of 5,514km. This will improve the internal road network of the township, enhancing the safe and good mobility and accessibility, creation of jobs while growing the economy of the town. This adds value to the municipality’s vision and mission of the service delivery.

C3.1.2 Overview of the works

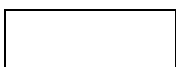
The work will be carried using Labour- Intensive approach as much as possible. Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be Constructed using local workers who are temporarily employed in terms of this Scope of Work.

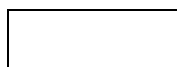
1.2.1 Tshino Main Road (2,587km)

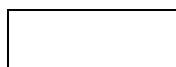
- Earthworks or excavation for the road layers.
- Construction of In-Situ roadbed layer.
- Construction of the sub-base layer using borrow pit imported material.
- Construction of the base-layer using borrow pit imported stabilized material.
- 80mm Interlocking Paving Bricks (Surfacing).
- Kerbing and channelling.
- Installation of lined stormwater concrete side drains (2m wide).
- Installation of 600mm Nominal Diameter Stormwater Concrete Pipe for a distance of approximately 700m. This will aid in collecting stormwater from surface to the Luvuvhu River Bridge.
- Linking of the municipal road with Road D4. This will create an ease of access from and into the Road D3753.
- Another 750mm & 600mm Nominal Diameter Concrete Pipe to be installed on a stream.
- Speedhumps
- Sidewalks
- Bus/Taxi Stops

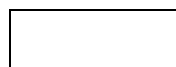
1.2.2 Road 1: Mpheni Primary School Road (0,654km)

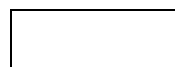
- Earthworks or excavation for the road layers.
- Construction of In-Situ roadbed layer.
- Construction of the sub-base layer using borrow pit imported material.
- Construction of the base-layer using borrow pit imported stabilized material.
- 80mm Interlocking Paving Bricks (Surfacing).
- Kerbing and channelling.
- Stormwater Pipes (750Ø Nominal Diameter)

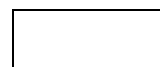

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- Construction of a culvert (3 x 900mm x 900mm Rectangular Portal).
- Installation of lined stormwater concrete side drains (2m wide).

1.2.3 Road 2: Tshino Clinic Road (0,575km)

- Earthworks or excavation for the road layers.
- Construction of In-Situ roadbed layer.
- Construction of the sub-base layer using borrow pit imported material.
- Construction of the base-layer using borrow pit imported stabilized material.
- 80mm Interlocking Paving Bricks (Surfacing).
- Kerbing and channelling.
- Installation of lined stormwater concrete side drains (2m wide).
- Construction of a (3 x 1200mm x 1200mm Rectangular Portal Culvert).
- Stormwater Pipes (750Ø Nominal Diameter)
- Linking of the municipal road with the District Road D3750. This will not have slip lanes.

1.2.4 Road 3: Tshino Primary School Road (0,116km)

- Earthworks or excavation for the road layers.
- Construction of In-Situ roadbed layer.
- Construction of the sub-base layer using borrow pit imported material.
- Construction of the base-layer using borrow pit imported stabilized material.
- 80mm Interlocking Paving Bricks (Surfacing).
- Kerbing and channelling.
- Installation of lined stormwater concrete side drains (2m wide).

1.2.5 Road 4: Tshipakoni Secondary School Road (0,514km)

- Earthworks or excavation for the road layers.
- Construction of In-Situ roadbed layer.
- Construction of the sub-base layer using borrow pit imported material.
- Construction of the base-layer using borrow pit imported stabilized material.
- 80mm Interlocking Paving Bricks (Surfacing).
- Kerbing and channelling.
- Installation of lined stormwater concrete side drains (2m wide).

1.2.6 Road 5: Tshino Cemetery Road (0,494km)

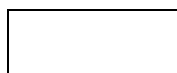
- Earthworks or excavation for the road layers.
- Construction of In-Situ roadbed layer.
- Construction of the sub-base layer using borrow pit imported material.
- Construction of the base-layer using borrow pit imported stabilized material.
- 80mm Interlocking Paving Bricks (Surfacing).
- Kerbing and channelling.
- Installation of lined stormwater concrete side drains (2m wide).

1.2.7 Road 6: Tshino to Cemetery Road (0,333km)

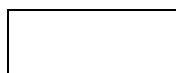
- Earthworks or excavation for the road layers.
- Construction of In-Situ roadbed layer.
- Construction of the sub-base layer using borrow pit imported material.
- Construction of the base-layer using borrow pit imported stabilized material.
- 80mm Interlocking Paving Bricks (Surfacing).
- Kerbing and channelling.



Contractor



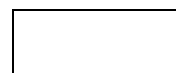
Witness 1



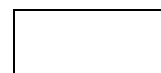
Witness 2



Employer



Witness 1



Witness 2

- Installation of lined stormwater concrete side drains (2m wide).

1.2.8 Road 7: Tshino to Vuwani Zwikwengani Main Road (0,240km)

- Earthworks or excavation for the road layers.
- Construction of In-Situ roadbed layer.
- Construction of the sub-base layer using borrow pit imported material.
- Construction of the base-layer using borrow pit imported stabilized material.
- 80mm Interlocking Paving Bricks (Surfacing).
- Kerbing and channelling.
- Installation of lined stormwater concrete side drains (2m wide).

C3.1.3 Location of the Works

The limits of the project are as shown on the locality plan bound into the book of drawings to be received together with this document. The site shall not only include the works area for the construction of the new services, but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract.

C3.1.4 General Information

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

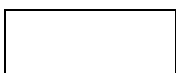
The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in **Government Notice N° R949 in Government Gazette 33665 of 22 October 2010**, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

C3.1.7.3 Introduction

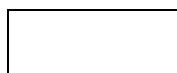
This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

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.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.1.7.4 Terms of Work

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

(d)

C3.1.7.5 Normal Hours of Work

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.
- (e) 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.
- (f) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C3.1.7.6 Meal Breaks

- (g) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (h) An employer and worker may agree on longer meal breaks.
- (i) 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.
- (j) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C3.1.7.7 Special Conditions for Security Guards

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

C3.1.7.8 Daily Rest Period

- (a) Every worker is entitled to a daily rest period of at least 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.

C3.1.7.9 Weekly Rest Period

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

C3.1.7.10 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - i. the worker’s daily task rate, if the worker works for less than four hours;
 - ii. double the worker’s daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

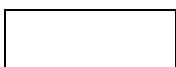
- i.the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
- ii.double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

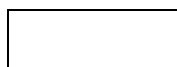
C3.1.7.11 Sick Leave

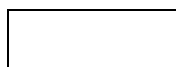
- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days’ sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- (f) An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
- (g) An employer must pay a worker sick pay on the worker’s usual payday.
- (h) 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 –
 - i.absent from work for more than two consecutive days; or
 - ii.absent from work on more than two occasions in any eight-week period.
- (i) 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.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

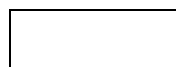
C3.1.7.12 Maternity Leave

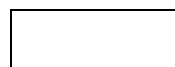
- (a) A worker may take up to four consecutive months’ unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to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

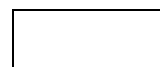

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

C3.1.7.12 Family responsibility leave

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

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

C3.1.7.13 Statement of Conditions

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

- (a) the employer's name and address and the name of the 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.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

C3.1.7.14 Keeping Records

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

- (a) the worker's name and position;
- (b) 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.
- (e) The employer must keep this record for a period of at least three years after the completion of the SPWP.

C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) 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.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place –
 - i. at the workplace or at a place agreed to by the worker;
 - ii. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - iii. in a sealed envelope which becomes the property of the worker.

C3.1.7.16 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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.
- (f) 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
- (g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.1.7.17 Deductions

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

C3.1.7.18 Health and Safety

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

C3.1.7.19 Compensation for Injuries and Diseases

- (a) 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.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.7.20 Termination

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

Contractor

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Employer

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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.

- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

C3.1.7.21 Certificate of Service

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

- (a) the worker’s full name;
- (b) the name and address of the employer;
- (c) the 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.

C3.1.7.22 Contractor’s default in payment to Labourers and Employees

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

C3.1.7.23 Provision of Hand tools

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

C3.1.7.23 Reporting

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

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) *Progress report detailing production output compared to the programme of works*

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are:

COLTO Standard Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2: PROJECT SPECIFICATIONS

STATUS

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

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

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

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

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

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS1 PROJECT DESCRIPTION

General – establishment of site and meeting contractual obligations (Applies to all the streets and only one site camp will be established for this contract).

➤ **UPGRADING OF TSHINO ACCESS ROAD**

- a) Site Establishment
- b) Clear and Grubbing
- c) Setting out
- d) Earthworks: Excavations
- e) Earthworks: layer works for the Subgrade, sub-base and stabilized Base layer
- f) Surfacing
- g) Stormwater: Lined and unlined surface drainage
- h) Stormwater: Culverts and Sub-surface drainage
- i) Kerbing: Isolated Sections within the residential areas
- j) Road marking
- k) Signage
- l) Site Reinstatement
- m) Complying with Health and Safety as well as Environmental Management issues
- n) Finishing off the Road Reserve

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Access to site

The site can be accessed through the following Geographical co-ordinates:

Street Name	Length	Co-ordinates
UPGRADING OF TSHINO ACCESS ROAD	5,514k m	31°28'01"S 27°20'30"E

PS3 DETAILS OF THE WORKS

PS4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to **Clause 1.1.1.9 in the General Conditions of Contract 2015 3rd Edition**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.2 Drawings

The reduced drawings form part of the tender documents as mentioned under Part T1 and shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

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

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

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

4.3 Responsibilities for design and construction

4.3.1 The responsibility strategy followed in this contract shall be A.

4.3.2 The structural and civil engineer responsible for the design in accordance with the specification is: Nemorango Consulting Engineers

1.4 Planning, Programme and Method Statements

4.4.1 Preliminary programme

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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

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

The following must be stated on the programme:

- (a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (b) A budget of the value of completed work, month by month, for the full contract period.
- (c) The critical path.
- (d) Work to be undertaken by Local Contractor (if applicable)
- (g) Training Courses
- (h) Schedule of plant and resources to be utilized

The Contractor's attention is also drawn to clause 40.3 of the General Conditions of Contract 2004.

4.4.3 Time for Completion

The tenderer shall indicate under section C1.2.2: **Data provided by Contractor** the time within which the contract shall be completed.

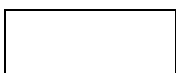
4.4.4 Delay in Completion

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

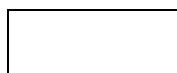
4.5 Quality Assurance (QA)

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

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

4.6 Management and disposal of water

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

4.7 Earthworks

4.7.1 Where a cut slope has been over-excavated or undercut, backfilling will not normally be allowed and the entire slope may have to be retrimmed to obtain a uniform slope.

4.7.2 Where the floor of a cutting has been taken too deep, it will normally require backfilling and recompaction with selected gravel in the case of soil or gravel excavation, and with crushed stone or suitably sized rock in the case of hard excavations. All necessary measures shall be taken to drain away groundwater that may accumulate in backfilled sections.

4.7.3 Excess width of fills will have to be trimmed down.

4.7.4 Where erosion has damaged the surface of cuts or fills, the damage shall be made good by backfilling with suitable material and retrimming. In more serious cases, the slopes may have to be cut back by benching, backfilled and compacted to the required standard of compaction with suitable light equipment, and then retrimmed.

4.8 Testing

4.8.1 Process control

The Contractor shall arrange for his own process control tests. The Contractor will be expected of to employ the services of the existing established laboratory on site. The Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

4.8.2 Acceptance control

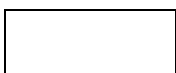
The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by the laboratory. The cost of acceptance testing shall be to the account of the client.

4.9 Site Establishment

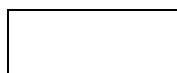
4.9.1 Contractor's camp site and depot

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

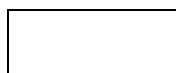
The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.



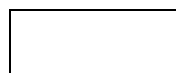
Contractor



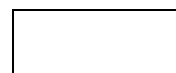
Witness 1



Witness 2



Employer



Witness 1



Witness 2

The chosen site shall be subject to the approval of the Engineer and Employer. Possible locations for a campsite shall be pointed out at the Site Inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

4.9.2 Power Supply

The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

4.9.3 Water Supply and Sewer

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works from the site.

The Contractor shall make his own arrangements concerning the supply of water and sewer disposal at the contractor's campsite. No direct payment shall be made for the provision of water or sewer disposal.

The Contractor must supply all necessary materials for the water connection at a position pointed out by the Engineer. The availability of water cannot be guaranteed by the MAKHADO LOCAL MUNICIPALITY and in the event of water no longer being freely available; the Contractor must make his own arrangements to acquire it.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

4.9.4 Accommodation of Employees

The contractor may offer the use of already available accommodation of equal standard in lieu of any of the accommodation specified above. Where the accommodation offered is not of equal or better standard, the engineer may nevertheless accept such accommodation at prices mutually agreed on between himself and the contractor.

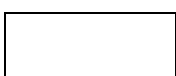
Where electricity is available, the contractor shall supply electric lights in all housing units. A reasonable supply of fuel shall be provided for firing stoves for cooking and hot water.

4.9.5 Water for construction

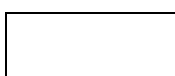
4.9.6 Facilities for the Engineer

4.9.7 Telephone Facilities

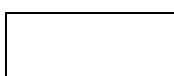
Telephone and facsimile facilities are needed on the site.



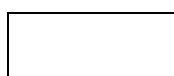
Contractor



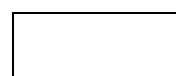
Witness 1



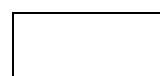
Witness 2



Employer



Witness 1



Witness 2

4.9.8 Survey beacons

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

4.10 Existing Services

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

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

Services belonging to the following service owners will be encountered:

SERVICE OWNER	TYPE OF SERVICE
Eskom	Electrical/Power lines
Telkom	Telephone lines
Vhembe District Municipality	Sewer and water

4.11 Health and Safety

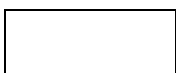
4.11.1 General statement

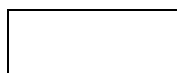
It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety.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

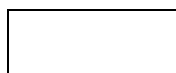
For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.4.

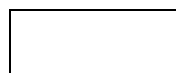
4.11.2 Health and Safety Specifications and Plans

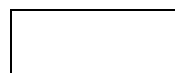
- (a) Employer's Health and Safety Specification
 A Health and Safety Specification is included in Section C3.3, Part PE of the tender documents as part of the Particular Specifications.
- (b) Tenderer's Health and Safety Plan
 The Tenderer shall submit with the tender his own documented Health and Safety Plan proposed to be implemented for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:
 - (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
 - (ii) pro-active identification of potential hazards and unsafe working conditions;
 - (iii) provision of a safe working environment and equipment;
 - (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);

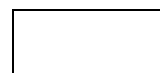

 Contractor


 Witness 1


 Witness 2


 Employer


 Witness 1


 Witness 2

- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

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

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

4.11.3 Cost of compliance with the OHS Act Construction Regulations

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

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

4.12 Management of the environment

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

4.12.1 Natural Vegetation

The Contractor shall confine his operation to the limits of the pipeline reserve (4m wide) for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

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

4.12.2 Fires

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

4.12.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan will be adhered to.

4.13 Contract Name board

One official contract name board, as per C4.2 *Site Information: Construction Notice Board*, is required for this contract.

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

PS 5 SECURITY CLEARANCES OF PERSONNEL

Tenderers should note that the Makhado Local Municipality may require that Security Clearance investigations be conducted on any number of the Tenderer's personnel.

If so required, by the Makhado Local Municipality, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

PS 6 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

PS 7 EXECUTION OF THE WORKS

7.1 Inspection by the Engineer

No portion of the work shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

7.2 Certificate of Completion

When all the work under the Contract have been completed to the entire satisfaction of the Engineer, he will issue a certificate of completion to the Contractor informing the Contractor of the date the date at which the works are deemed to be completed and accepted by the Employer.

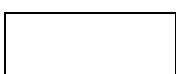
The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

PS 8 EXPANDED PUBLIC WORKS PROGRAMME (EPWP) LABOUR INTENSIVE SPECIFICATION

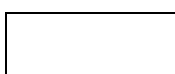
(Read with SANS 1914 -5 2002 and Guidelines for the implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) third edition 2015)

8.1 Labour intensive competencies of supervisory and management staff

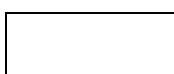
Contractors having a CIDB Contractor grading designation of 8 CE and higher only shall engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.



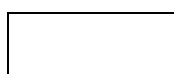
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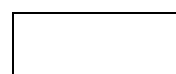
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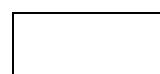
Witness 2



Employer



Witness 1



Witness 2

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques <i>or the equivalent QCTO qualification</i>	This unit standard must be completed, and } any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage <i>or the equivalent QCTO qualification</i>	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services <i>or the equivalent QCTO qualification</i>	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures <i>or the equivalent QCTO qualification</i>	
Site Agent / Manager (i.e. the Contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes <i>or the equivalent QCTO qualification</i>	Skills Programme against this single unit standard <i>or part qualification</i>

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

8.2.1 Requirements for the sourcing and engagement of labour.

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

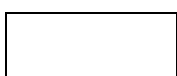
8.2.1.2 The rate of pay set for the EPWP is R 220 per day.

8.2.1.3 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:

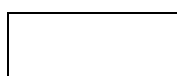
- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- a) where subsistence agriculture is the source of income;
- d) those who are not in receipt of any social security pension income

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

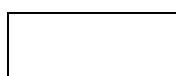
- a) 60% women;
- b) 55% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.



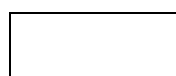
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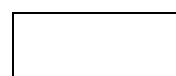
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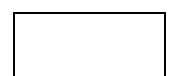
Witness 2



Employer



Witness 1



Witness 2

8.2.2 Specific provisions pertaining to SANS 1914-5

8.2.2.1 Definitions

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

8.2.2.2 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.

8.2.2.3 Terms and conditions for the engagement of targeted labour

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

8.2.2.4 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 5.2.2.3 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.

8.2.2.5 Training of targeted labour

- a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The Contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- c) 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.
- d) 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.
- e) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- f) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of d above.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

g) Proof of compliance with the requirements of b to f must be proven.

8.3 Typical construction work to be executed applying labour intensive principles

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

C3.2.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
 (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).
 The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.
 SAICE Tel : (011) 805-5947
 Waterfall Park / Postnet Suite 81 Fax : (011) 805-5971
 Howick Gardens / Private Bag X65
 Vorna Valley / Halfwayhouse Contact Person : Angeline Aylward
 Becker Street / 1685
 Midrand
- (b) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2015
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11
1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

(c) Latest **Sabita Manual**, Manual 25 entitled “*Quality Management in the Handling and Transport of Bituminous Binders*”.

C3.2.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.2.2.1 General Conditions of Contract Referred to in the Standard Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

C3.2.2.2 Amendments to the Standard Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

C3.2.2.3 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.

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.

SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

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 if so ordered by the engineer.”

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

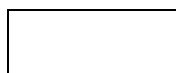
“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.



Contractor



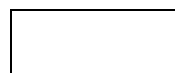
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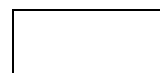
Witness 2



Employer



Witness 1



Witness 2

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

- 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)
- Requirements regarding the training of labourers and Emerging Contractors (EC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

(b) Programme of work for rehabilitation work

Amend the word "network" in the fourth line of the second paragraph to read as "bar (Gantt) chart".

B1205 WORKMANSHIP AND QUALITY CONTROL

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 THE WORK AND PROTECTION OF BEACONS

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."

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

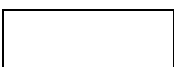
"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities".

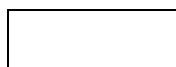
(e) Materials on the site

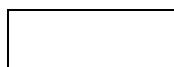
Add the following:

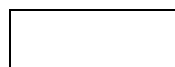
"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

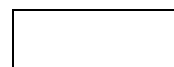
- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land

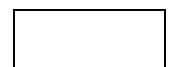

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- (e) 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."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical path method)

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as five (05) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than five (05) working days in any calendar month, the difference between the five (05) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

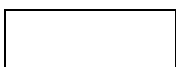
Rainfall records for Meteoblue.

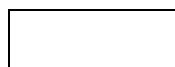
Month	Average High Temperature (° C)	Average Low Temperature (° C)	Precipitation/Rainfall (mm)
January	28	20	189
February	28	20	171
March	28	18	98
April	26	16	52
May	25	12	25
June	23	10	16
July	23	9	21
August	25	11	18
September	27	14	39
October	28	16	57
November	28	18	119
December	29	19	164

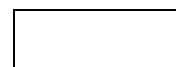
B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

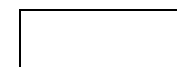
Add the following subclause:

- "(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing."


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

B1222 USE OF EXPLOSIVES

Add the following subclause:

“(h) 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:

"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."

B1229 SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement-composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

Add the following new clauses:

“B1230: IN-SERVICE AND STRUCTURED TRAINING

The contractor shall in addition to the structured (accredited) training as provided for in Section 1200 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.

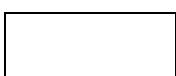
(a) Details of in-service and structured training

- (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 on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
 - the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.

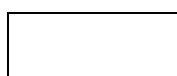
The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

(b) Lead time for training

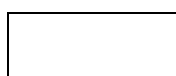
The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.



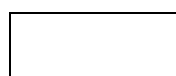
Contractor



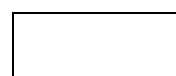
Witness 1



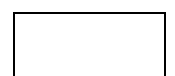
Witness 2



Employer



Witness 1



Witness 2

B1231 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 _____(insert time) and _____ (insert time) and at other times as the need arises. His normal working day will extend from _____ (insert time) in the morning until _____ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. 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 twelve months basis, but with the option of renewal.

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 4.4 of the General Conditions of Contract 2015, 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 clause 4.4 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

B1233 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 Bill of Quantities.

Add the following clause:

B1234 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996

(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 to the requirements as set out in C3.3.3.2 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
 - o Describes the organisation of work.
 - o Contains aspects concerning the protection of the employees and other persons' health and safety.
 - o Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number.

B12.35 MEASUREMENT AND PAYMENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor to allow for the temporary and permanent fencing off of borrow pits under section 5500 of the Standard Specification. Standard fencing, six strings, 1,2m high. Also allow for the finishing off, drainage, etc of the borrow pits under the standard pay items.

Add the following items:

“ITEM	UNIT
B12.01 Provision for a Community Liaison Officer, Students and Project Steering Committee	
(i) Payment of community liaison officer @ R6 000/ month	
(ii) Payment of 4 students @ R5 000/ month	
(iii) Payment of Steering Committee R 250/ person/ each sitting	
(iv) Handling costs and profit in respect of sub-item B12.01(i), (ii) and (iii)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under the sub-item B12.01(i), (ii) and (iii), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

ITEM	UNIT
B12.02 Structured Training	
(b) Entrepreneurial Skills	
(c) Generic Skills	
(d) Provision of training venue (only if required)	
(i) Handling costs and profit in respect of sub-items (a), (b) and (d) above	

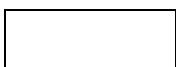
As part of this project, comprehensive training in engineering, entrepreneurial and generic skills will be provided. In addition, for any work or services required, three quotations will be obtained and submitted to the Employer’s Agent for approval

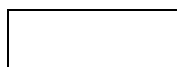
Expenditure of the above item shall be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under the sub-item B12.02(a), (b) and (d), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

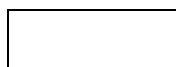
ITEM	UNIT
B12.03 The Contractor's Obligations In Respect of Local Labourers	
(a) Provision for Medical Examination for Local Labourers	

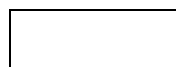
The medical testing requirements specified in this project are exclusively applicable to the local labour force. As part of these requirements, all local labourers must undergo both an entrance examination and an exit examination.

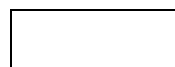
ITEM	UNIT
B12.04 Protection, removal, relocation and replacement of Utility services.	
a) Provisional sum for the payment of the Community Liaison Officer Provisional Sum	

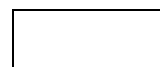

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- b) Handling costs and profit in respect of sub-item
B12.04(a) Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

ITEM	UNIT
B12/C1.1 CONTRACTORS’s INITIAL OBLIGATION IN RESPECT OF THE OHS ACT AND CONSTRUCTION REGULATION INCLUDING COMPLIANCE TO COVID 19 REGULATION	Month

All initial costs, including but not limited to materials, labour, and equipment, must be included in the project's total cost estimate. The contractor is required to comply with this requirement and ensure that no additional or unforeseen initial costs are incurred beyond the agreed-upon estimate. Any deviations must be pre-approved by the project Employer’s Agent.

ITEM	UNIT
B12/C1.2 CONTRACTORS’s TIME RELATED OBLIGATION IN RESPECT OF THE OHS ACT AND CONSTRUCTION REGULATION INCLUDING COMPLIANCE TO COVID 19 REGULATION	Month

The project cost must include all time-related obligations, such as project management, scheduling, and any time-sensitive tasks. The contractor is required to comply with this requirement and ensure that all time-related obligations are accounted for within the project's total cost estimate. Any deviations or changes to the schedule must be pre-approved by the project Employer’s Agent.

“The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and hazards likely to be encountered on this Contract, and which cover the Employers’ health and safety specifications (subclause 4(1) of the regulations, are detailed in the Project Specifications, Schedule of Quantity and Drawings. The Contractor shall in terms of subclause 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer. The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations. 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.”

ITEM	UNIT
B12/C1.3 SUBMISSION OF HEALTH AND SAFETY FILE	

The contractor is required to submit a comprehensive safety file that covers all aspects of the safety requirements outlined for this project. No activities or work on-site may commence until the safety file has been submitted and approved by the Employer’s Agent/Employer. The safety file must include, but is not limited to, the following:

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

- Risk assessments
- Safety plans
- Emergency response procedures
- Employee training records
- Medical Certificates

The contractor must ensure that the safety file is complete and accurate. Any delays in the submission or approval of the safety file will be the responsibility of the contractor.

ITEM

UNIT

B12/C1.3 PROVISION OF LABOURER’S PPE

(a) Labourer's PPE

No

This provision is only for Local Labour. The contractor is required to supply Personal Protective Equipment (PPE) to all local labourers. The PPE must be of good quality and in accordance with the standards set by the Construction Health and Safety Act. In the event that any PPE becomes damaged or worn out, it must be promptly replaced to ensure the safety and wellness of all workers. Provision of PPE for contractor’s own personnel should be provided elsewhere as required

The tendered rate shall include compensation for two full sets of PPE as required by the Construction Health and Safety latest Polices.

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

B1300 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 one (1) 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. 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."

B1300 PAYMENT

ITEM

UNIT

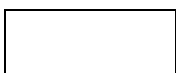
B13.01 The contractor's general obligations

(As specified)

Add the following after the fifth paragraph:

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT.

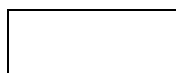
Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for in his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."



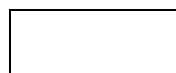
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

B1402 OFFICES AND LABORATORIES

(a) General

Add the following:

“The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two metre high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer’s establishment may be incorporated within the contractor’s establishment provided that the preceding requirements are met to the satisfaction of the engineer. Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor’s tendered rate for item B13.01(c).”

(b) Offices

Add the following new sub-sub-clause:

“(xviii) The engineer’s site supervisory staff shall be provided with cellular telephones by the contractor for site communication purposes. Provision is made in the bill of quantities for separate payment of the supply and operating costs of such cellular phones.”

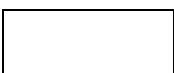
B1406 MEASUREMENT AND PAYMENT

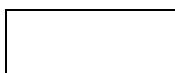
Add the following sub-item:

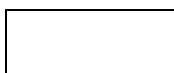
ITEM	UNIT
B1403 (b) (ix) 1. Provision of cellular telephones	Number (No)
2.Provisional sum for the costs of cellular calls and other charges	Provisional sum
3.Handling cost and profit in respect of sub-item B14.03(b)(ix) 2	Percentage (%)

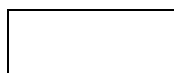
The unit of measurement for sub-sub-item B14.03 (b) (ix)1 shall be the number of cellular telephones supplied to the engineer’s site supervisory staff. The tendered rate shall include full compensation for the purchasing of the cellular phones inclusive of any fixed contract costs with the service provider.” Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

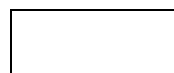
The tendered percentage is a percentage of the amount actually spent under sub-item B.14.03 (b)(ix) 2, which shall include full compensation for the handling costs of the contractor, and the profit in connection with the payment of the cost of calls and other charges relating to the use by the engineers site staff of the supplied cellular telephones.”

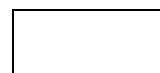

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

General: Method of payment

Add the following:

"The tendered rates under this section of the bill of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the engineer's supervisory staff at the completion of the contract."

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1502 GENERAL REQUIREMENTS

(e) Access to properties

Add the following:

"Where the alignment of the new road coincides with the alignment of the existing road, a number of accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road."

Add the following new sub-clauses:

“(j) Handing over the site

The total extent of the site between the limits of construction as described in this document and indicated on the drawings will be handed over to the contractor at the commencement of the contract period. The engineer however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change.

(k) Use of explosives in close proximity of temporary deviations

The contractor shall arrange all necessary traffic control and other requirements to safeguard the traffic on temporary deviations during blasting operations.

(l) Land taken up for deviations

Negotiations with landowners to obtain the land taken up by temporary deviations will be undertaken by the employer. A prime cost sum is allowed in the bill of quantities for payment of compensation to affected landowners. All other negotiations regarding temporary access to properties, land-use, fencing requirements etc. shall be dealt with by the contractor in conjunction with the engineer and be confirmed in writing and be kept on record by the contractor.

“(m) Maximum lengths of construction areas

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

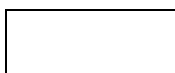
On a two-way two lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

(i) On one-way single lane gravel deviation (Class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognisance shall be taken to accommodate traffic to private properties.

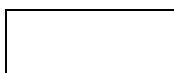
A maximum length of one section of approximately 5,0km or two sections of 3,0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitation shall be considered by the engineer except where the programme necessitates such at the construction of bridges.”



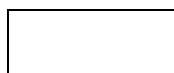
Contractor



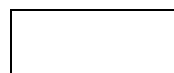
Witness 1



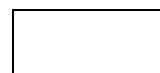
Witness 2



Employer



Witness 1



Witness 2

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria).”

(b) Road signs and barricades

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer.”

(c) Channelization devices and barricades

Add the following:

“Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorised, with class 1 yellow sheeting on the side facing oncoming traffic.
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

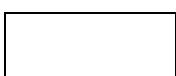
The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer.”

(e) Warning devices

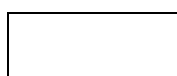
Add the following:

“It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

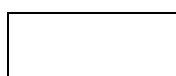
The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of a least 150mm high. It shall be a requirement that the contractor also provides the engineer’s site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.



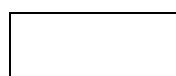
Contractor



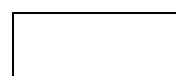
Witness 1



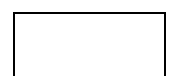
Witness 2



Employer



Witness 1



Witness 2

B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

“Where temporary fencing is ordered by the engineer, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the engineer. When ordered by the engineer, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from site if so directed. Allowance is made in the bill of quantities for moving existing fences and gates.”

Add the following clause:

B1517 RETRO-REFLECTIVE MATERIAL

“Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in Clause B 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B 8118/1.”

B1518 MEASUREMENT AND PAYMENT

Renumber item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations as well as all temporary traffic-control facilities for temporary deviations.”

Delete all references to half width construction under payment item 15.01. Half width construction will be measured under payment item 15.10.

Renumber item 15.03 as B15.03 and add the following

“This sections provides only for additional traffic-control facilities as and when required on instruction by the Engineer and does not provide for facilities already included under payment item B15.01”

Add the following sub-item:

“ITEM **UNIT**

B15.03 Temporary traffic control facilities

(a) Flagmen

Replace the 1st paragraph of the payment description to the following:

“The unit of measurement shall be a full day and night worked by flagmen. A man-day shall be deemed to comprise of a number of shifts within a twenty four hours period. Shifts of 12 hours and less shall be measured as half of a man-day.”

Amend sub-item (h) to read as follows:

- (h) Delineators (TW 401 and TW402)
- (i) Single (size indicated) number (No)
- (ii) Double sided blade (size indicated) number (No)

Add the following sub-item:

- “n) Other traffic control measures ordered by the engineer
- (i) Provision of other traffic control measures provisional (Prov) sum
- (ii) Handling costs and profit in respect of sub-item B15.03(n)(i) percentage (%)

Expenditure under this payment item, (e.g. media releases or other signs to deliver information to the public) shall be made in accordance with the Conditions of Contract for the supply and installation of any additional signs or other traffic control measure ordered by the engineer in accordance with clause B1503(n).

The tendered percentage is a percentage of the actual amount spent under subitem

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

B15.03(n)(i), 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.”

Add the following items:

“ITEM **UNIT**

B15.14 Allow provisional sum for:

- (a) repair of damaged temporary road signs and delineators provisional sum
- (b) replacement of damaged temporary road signs and delineators provisional sum

The provisional sums allowed under sub-items (a) and (b) shall be expended on a daywork basis in terms of the provisions of the general conditions of contract.

Payment shall only be made in respect of repair work or replacement of such temporary traffic-control facilities arising from damage or loss occasioned by the travelling public and which did not arise from negligence or non-compliance with the requirements of the specifications on the part of the contractor.

ITEM **UNIT**

B15.15 Prime cost sum for:

- (a) Compensation to landowners for land taken up by deviations prime cost (PC) sum
- (b) Handling cost and profit in respect of sub-item B15.15(a) above percentage (%)

The prime cost sum shall be expended in accordance with the provisions 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 in item B15.15(b) is an extra over percentage on the amount actually spent under sub-item B15.15(a) which shall include full compensation for the handling costs and profit of the contractor.”

SECTION 1600: OVERHAUL

B1601 SCOPE

Insert in the second line between “excavation” and “or stockpile” the following:

“ ..., crushing and screening,”

B1602 DEFINITIONS

(a) Overhaul material

(iv) Insert “selected layers” before “subbase” in the first line.

Insert the following as a final paragraph

“Material procured from commercial sources shall not be regarded as overhaul material.”

b) Overhaul

Replace the sub-clause with:

“Regardless that the Standard Specification makes allowance for payment of restricted overhaul 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.



Contractor



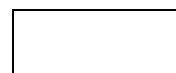
Witness 1



Witness 2



Employer



Witness 1



Witness 2

d) Free-haul distance

Replace the last sentence with:

“This distance shall be 1 kilometre in the case of all overhaul materials and this specification shall be deemed to have replaced the ‘free-haul’ distance in all other sections of the standard specifications.”

B1603 MEASUREMENT AND PAYMENT

Amend item 16.02 as follows:

“Item **Unit**

B16.02 Overhaul on material hauled in excess of 5 km (ordinary overhaul)

cubic metre - kilometre (m3km)”

Delete the first paragraph of the first set of notes and replace it with the following:

“Only ordinary overhaul for haul in excess of 5.0 km will apply to all types of fill and layerwork materials. No restricted overhaul will be applicable on this contract.”

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.

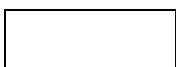
Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200”

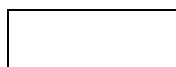
B1703 EXECUTION OF WORK

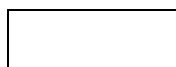
(a) Areas to be cleared and grubbed

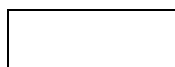
Add the following:

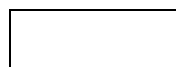
“Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. 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.”

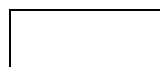

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

B1704 MEASUREMENT AND PAYMENT

Change item 17.01 to read as follows:

ITEM	UNIT
B17.01 Clearing and grubbing of:	
a) Normal areas:	
i) Within the road reserve	hectare (ha)
ii) In borrow pits	hectare (ha)
b) Existing fill embankments with Slopes steeper that 1:4	hectare (ha)

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.”

SECTION 1800: DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.

Add the following:

B1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item “units” in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following daywork items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers:	
	a) Unskilled	Hour (h)
	b) Semi-skilled	Hour (h)
	c) Skilled	Hour (h)
	d) Ganger	Hour (h)
	e) Flagmen	Hour (h)
B18.02	Personnel outside normal working hours:	
	a) Outside normal working hours	Hour (h)
	b) Sundays and public holidays	Hour (h)
B18.03	Plant:	
	a) Cat D7H Dozer or similar	Hour (h)
	b) Cat 350 Excavator or similar	Hour (h)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B18.04	c) Cat 428 TLB or similar	Hour(h)
	d) Cat 140G or similar	Hour(h)
	e) Cat 930 Loader or similar	Hour(h)
	f) Bomag BW90 Pedestrian roller or similar	Hour(h)
	g) Watercart 5000l	
	h) 5m ³ Tippers	Hour(h)
	i) 10m ³ Tippers	Hour(h)
	j) Chainsaw	Hour(h)
	Transport:	Hour(h)
	a) LDV	
	b) Flatbed Truck	Kilometre(km)
		Kilometre(km)

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 6.5 of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on daywork items listed in the bill of quantities in terms of the above specifications. In the event of new daywork rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

SECTION 2100 : 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).”

B2104 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

Delete the last sentence of the fifth paragraph and substitute it with the following:

“Perforation for 100mm pipes shall be spaced in two rows, one on each side of the vertical centre line of the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference.”

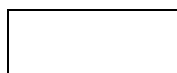
(ii) Synthetic-fibre filter fabric

Add the following:

“All filter fabric shall be a non-woven needle punched type material and must be approved by the engineer. Filter fabrics shall have a minimum co-efficient of permeability of 3×10^{-3} m per second.”



Contractor



Witness 1



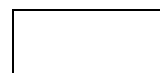
Witness 2



Employer



Witness 1



Witness 2

B2107 MEASUREMENT AND PAYMENT

Change item 21.09 to read as follows:

ITEM	UNIT
B21.09 Polyethylene sheeting, 0,15mm thick, or similar approved material, for lining subsoil draining systems	square metre (m ²)

Measurement and payment shall be as specified for item 21.09 in the standard specifications.”
Add the following new items:

“ITEM	UNIT
B21.10 Synthetic fibre filter fabric (Grade A2)	Number (No)

The unit of measurement shall be the square metre of the filter fabric supplied and installed as specified .
The tendered rate shall include for full furnishing, procuring, cutting, overlapping, jointing, placing and protecting the filter fabric as specified, as well as for waste.

ITEM	UNIT
B21.18 Subsoil drainage markers	Number (No)

Measurement and payment shall be as specified for item 2 in the standard specifications.”

SECTION 2200: PREFABRICATED CULVERTS

B2201 SCOPE

Add the following:

“All rectangular culverts with spans from 0,9m up to and including 2,4m shall be constructed with precast units.
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”.

B2203 MATERIALS

(f) Skewed Ends

Delete the second and third paragraphs and substitute with the following:
“Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wingwalls and headwalls”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B2204 CONSTRUCTION METHODS

Add the following:

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

(c) Excavation by hand

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."

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following subclauses:

"(c) Excavation by hand

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.

(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.

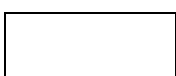
Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section".

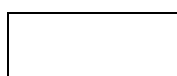
B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

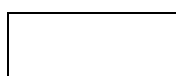
B2210(b)(i) Cast in situ invert slabs

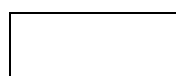
Replace with the following:

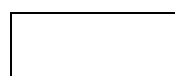
"In accordance with the drawings, transverse construction joints are required in cast in situ concrete invert slabs for portal culverts. In addition, longitudinal construction joints as shown on the drawings between the invert slabs of each of the barrels of multiple culverts are required. Allowance for measurement and

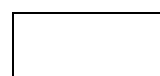

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

payment for a Class F1 surface finish and soft board in these joints is made in the bill of quantities. No payment shall be made for formwork on the outside edges of invert slabs (closest to excavated face). All culverts (precast as well as in situ) shall be constructed with an in situ reinforced concrete floor laid on a 75mm concrete screed".

Delete subclause B.2210(b)(ii) : "Prefabricated floor slabs."

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Change the last sentence in the fourth paragraph to read "90% or 93% as shown on the drawings or as directed by the engineer."

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(b) Concrete work

Add the following:

"The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wingwalls shall be finished to a Class U2 surface finish."

(h) Prefabricated inlet and outlet structures

Add the following:

"The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wingwall type inlets and outlets shall be constructed as indicated on the drawings and shall be in accordance with section 6000 of the Standard Specifications. Allowance for measurement and payment for wingwall type inlets and outlets is made in the schedule in this section."

B2218 MEASUREMENTS AND PAYMENT

Add the following:

"ITEM	UNIT
B22.01 (c) Extra over sub item B22.01(a) for excavation by hand using hand tool cubic metre (m ³)	

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

ITEM	UNIT
B22.07 (f) Formwork for joints in cast in situ concrete invert slabs	
(i) Transverse construction joints (type indicated)	square metre (m ²)
(ii) Longitudinal joints (as per drawing)	metre (m)

Measurement and payment shall be as specified in item 22.07 of the standard specifications with the exception that formwork for construction joints in cast in situ invert slabs in trench conditions as indicated on the drawings, shall be measured and paid for in accordance with section 6200 of the standard specifications. No payment shall be made for formwork to the outside edges of invert slabs (closest to excavated face)."

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Add the following to pay item 22.08:

"In addition to the requirements for measuring concrete backfill to rectangular culverts as specified for item 22.08, the following shall apply:

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation.

The width of the concrete backfill between portals in the case of multiple culverts, shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal".

Add the following new items:

“ITEM	UNIT
<p>B22.29 Tie bars for joining in situ concrete invert slabs to inlet and outlet structures, as indicated on the drawings (Type, diameter and length indicated)</p>	<p>Number (No.)</p>

The unit of measurement shall be the number of tie bars installed as specified and indicated on the drawings.

The tendered rate shall include full compensation for supply and installation of the tie bars.

ITEM	UNIT
<p>B22.30 a) Preparation and compaction of in-situ bedding material to 90% of Mod. AASHTO density (depth indicated) cubic metre (m³)</p> <p>b) Extra over sub-item B22:30(a) for compaction to 93% of Mod. AASHTO density (depth indicate) cubic metre (m³)</p>	

The unit of measurement shall be the cubic metre of material ripped and compacted as specified.

The tendered rate shall include full compensation for the ripping of the in-situ material to the specified width and depth, wetting of the material to such an extent that the specified density can be achieved.

ITEM	UNIT
<p>B22.31 Dewatering and keeping dry of culvert excavations</p>	

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.

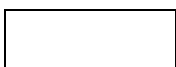
Payment shall be as follows:

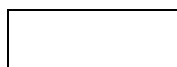
- (i) 80% of the payment shall be made after the barrel of the culvert has been constructed and backfilled.
- (ii) Remaining 20% of the payment shall be made after the wingwalls have been constructed and backfilled.

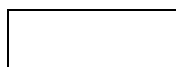
ITEM	UNIT
<p>B22.32 Cutting of concrete pipes</p>	

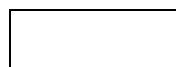
- a) Diameter indicated Number (No.)

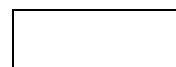
The unit of measurement shall be the number of pipes that have been cut. The tendered rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid.

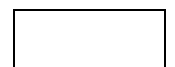

 Contractor


 Witness 1


 Witness 2


 Employer


 Witness 1


 Witness 2

Cutting of pipes shall only be paid for if the headwall of the wingwalls are at such a skew angle in respect to the centre line of the pipes that cutting is required and where non-standard lengths are required. The maximum skew angle at which pipes are allowed to be cut shall be 30 degrees and the minimum length of pipe, measured along the shortest side, shall be 1,5m.”

Classification of soft/hard materials as well as all quantities shall be agreed upon and finalised as the work progresses.

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS 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.

Figure 8c & 5 :Precast concrete kerbing, semi-mountable (SABS 927-1969)

Edge beam :In situ concrete kerbing at farm access and bus stops

2000mm wide :In situ concrete “V”-shaped channels in side drains and open drains.”

B2302 MATERIAL

Add the following new sub clauses:

(e) Metal pipes

“Metal pipes down side slopes shall comply with the requirements of clause 2203 of the standard specifications.”

B2304 CONSTRUCTION

(d) Slip form kerbing

Add the following:

“Slip-form kerbing shall under no circumstances be allowed.”

(e) Cast in situ kerbs and channels

Add the following:

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

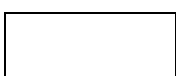
Add the following new sub clauses:

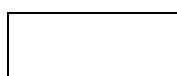
(i) Construction sequence

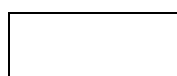
Replace paragraphs (i), (ii) and (iii) with the following:

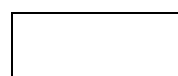
“In all cases where kerbing and/or channelling adjoin the bituminous surface of the road, the kerbing and/or channelling may only be constructed after the bituminous surface has been completed.

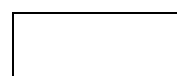
Before commencing with the kerbing and/or channelling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside the cut line must be carefully removed to the required thickness of concrete without damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete spilt onto the surfacing shall

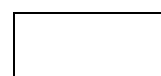

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Add the following sub clause:

(k) Formwork and finish

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”

SECTION 3100: BORROW MATERIALS

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 pits 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 and clause 1225 of the specifications shall be borne entirely by the contractor.”

B3103 OBTAINING BORROW MATERIALS

(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 sub clause:

“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

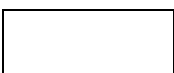
Add the following:

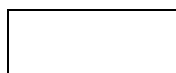
“All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

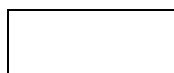
(f) Protecting borrow pits

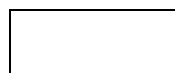
Add the following:

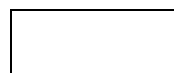
"It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including a access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing 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

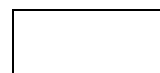

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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 sub clause:

“(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

Change item 31.01 to read as follows:

"ITEM	UNIT
B31.01 Excess overburden:	
(a) Depth up to and including 0,5m	cubic meter (m ³)
(b) Depth exceeding 0,5m and up to 1,0m	cubic meter (m ³)

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable."

Add the following new item:

"ITEM	UNIT
B31.04 Compensation to landowners:	
(a) Prime cost sum for compensation to landowners	prime cost (PC) 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 6.6 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) which shall include full compensation for the handling costs and profit of the contractor."

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SECTION 3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

(c) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph "If necessary, roadbed.....depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in subclause 3304(b) of the standard specifications."

(d) Benching

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

B3308 FINISHING THE SLOPES

(d) General

Add the following:

"Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified."



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

B3312 MEASUREMENT AND PAYMENT

Add the following sub-item to item 33.10:

“ITEM	UNIT
B33.10 (e) Extra over sub-items 33.10(a), (b) and (d) for blading to controlled levels (existing road)	cubic metre (m ³)

The unit of measurement in respect of the material bladed as specified in subclauses 33.05 (c) shall be the cubic metre of material bladed, measured in the original position before blading, in accordance with the method of average end areas.

The tendered rate shall include full compensation for blading of such material to level.

Only material bladed on the instruction of the engineer for exposing the underlying roadbed material for treatment will be measured and paid for as described above.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add the following:

"Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings."

B3405 CONSTRUCTION TOLERANCES

(e) Cross-section

Delete the second paragraph and replace with the following:

"The normal crossfall of the road wearing course where the road is in a straight horizontal alignment, is specified as 3% as shown on the drawings.

At any cross-section the measured crossfall between any two points shall at least be 2,8% and not more than 3,5%. 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

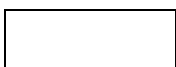
Add the following:

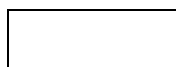
"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on either side of the joint of the layer covering at least a 30m length into the newly constructed section."

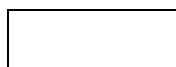
B3406 QUALITY OF MATERIALS AND WORKMANSHIP

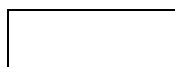
Add the following:

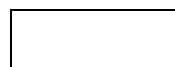
"Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications".

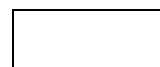

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

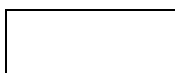
Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. 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.”



Contractor



Witness 1



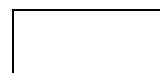
Witness 2



Employer



Witness 1



Witness 2

(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.”

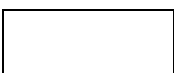
B5205 MEASUREMENT AND PAYMENT

Add the following new items:

“ITEM	UNIT
B52.05 Removal and dismantling of existing damaged gabions	Cubic metre (m ³)

The unit of measurement for the removal and dismantling of existing damaged gabions shall be the cubic metre of each type of gabion removed and dismantled on the instruction of the engineer.

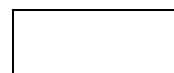
The tendered rate shall include full compensation for removing and dismantling gabions, and stacking all the materials. The tendered rate shall further include for the disposal of unsuitable material.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

ITEM	UNIT
B52.06 Gabions constructed from re-usable materials	
a) Galvanised gabion boxes:	
(i) 2m x 1m x 1m	Cubic metre (m ³)
b) Galvanised gabion mattresses	
(i) 0.3m Deep	Cubic metre (m ³)

The unit of measurement for re-assembling gabions from re-usable materials shall be the cubic metre of rock filled cages for each type of gabion that is re-usable and approved by the engineer, as specified in the standard specification.

The tendered rate shall include full compensation for using the existing wire cages and rock fill, and for supplying new binding and connecting wires, the assembling and filling of the cages, and any other work for the re-construction of the gabions to conform to the specifications.”

SECTION 5400 : ROAD SIGNS

B5401 SCOPE

“This section also covers the supply, installing and maintain of metal guardrails at locations and in accordance with the details, dimensions and design shown on the drawing 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.”

SECTION 5600 : ROAD SIGNS

B5601 SCOPE

“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.”

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

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:

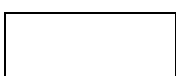
“The following shall not be allowed on the sign face:
Drilling of holes, except for the fastening of overlays
Application of any form of adhesive
Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material
Covering the sign face with an impermeable material that does not allow free circulation of air.”

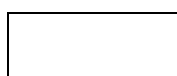
B5606 ERECTING ROAD SIGNS

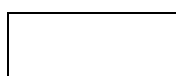
(c) Erection

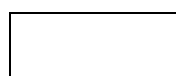
Add the following:

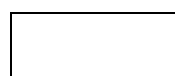
“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.
All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

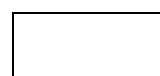

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

ITEM	UNIT
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.	

ITEM	UNIT
B56.03 Road sign supports (Overhead road sign structures excluded) : (a) Timber(100mm – 125mm diameter)	metres (m)

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.”

SECTION 5700: ROAD MARKINGS

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.”

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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:

**B5714 MEASUREMENT AND PAYMENT
ITEM**

UNIT

B57.01 Road-marking paint:

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.”

ITEM

UNIT

B57.04 Variations in rate of application:

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.”

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

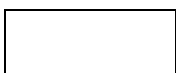
B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications.”



Contractor



Witness 1



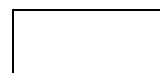
Witness 2



Employer



Witness 1



Witness 2

SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS

B7304 MEASUREMENT AND PAYMENT

Add the following:

ITEM	UNIT
B73.04 Speed Humps:	Number (No)

The tendered rate to include compensation for the total completion of the speed hump, including all necessary labour and materials.

The bidders should contact the following patent holder for details of the S – Kerb for the approaches and other relevant cost pertaining to the complete construction of the speed humps

Mr Jaco Fourie - 082 264 4184.

The bidders should contact the patent holder for procurement and pricing of the material purpose.

The construction must meet the specified standards and requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

- C3.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.3.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.3.3 PROVISION OF STRUCTURED TRAINING
- C3.3.4 PROVISION OF THE TEMPORARY WORKFORCE

C3.3.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

CONTENTS

- C3.3.1.1 INTRODUCTION
- C3.3.1.2 SCOPE
- C3.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS
- C3.3.1.4 OPERATIONAL CONTROL

- ANNEXURE 1: MEASURING INJURY EXPERIENCE
- ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT
- ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.3.2.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Limpopo Department of Road and Transport, 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 Limpopo Department of Road and Transport 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.

C3.3.2.2 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.

C3.3.2.3 General Occupational Health & Safety Provisions

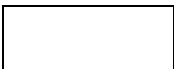
- (a) Hazard Identification & Risk Assessment (Construction Regulation 7)
 - (i) Risk Assessments

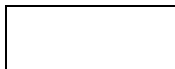
Annexure 3 contains a list of Risk Assessment headings that have been identified by RAL as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

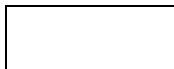
Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

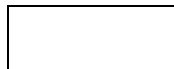
The Risk Assessments, together with the site-specific OH&S rules must be submitted to the RAL before mobilisation on site commences.

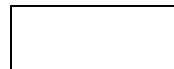
Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be

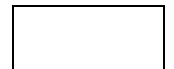

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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 MLM 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	(General Safety Regulation 13A)
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)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 MLM together with concise CV's of the appointees. All appointments must be officially approved by MLM. Any changes in appointees or appointments must be communicated to MLM forthwith.

The Principal Contractor must, furthermore, provide MLM 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 MLM 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))

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

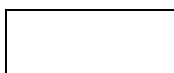
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 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
- RAL 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 MLM 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 MLM 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.



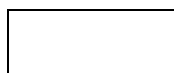
Contractor



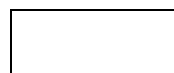
Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

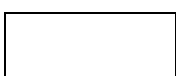
OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

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.

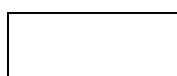
Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any. The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors 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 MLM at least on a basis to be determined between the two parties.

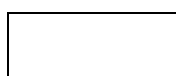
The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.



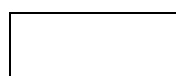
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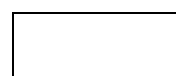
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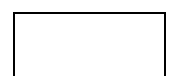
Witness 2



Employer



Witness 1



Witness 2

The Principal Contractors most senior manager on site will be required to attend all MLM OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by MLM.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

MLM 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 MLM:

MLM 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 MLM 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 MLM 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 MLM and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide MLM with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.



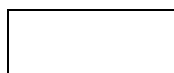
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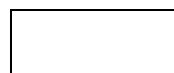
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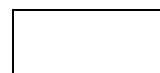
Witness 2



Employer



Witness 1



Witness 2

The Principal Contractor is required to provide MLM 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 MLM reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.3.2.4 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 MLM 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

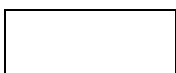
(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

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".

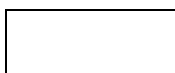
As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling 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 MLM, fall arrest system.



Contractor



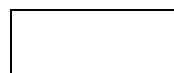
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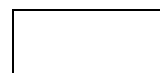
Witness 2



Employer



Witness 1



Witness 2

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.

C3.3.2.5 Measurement and Payment

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Item	Unit
C1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum
The full amount will be paid in one instalment only once:-	
(a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.	
(b) The contractor has made the required initial appointments of employees and sub-contractors.	
(c) The client has approved the contractor's Health and Safety Plan.	
(d) The contractor has set up his Health and Safety File.	

Item	Unit
C1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month
The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item C1.1 has been made.	

Item	Unit
C1.3 Submission of the Health and Safety File	Lump Sum
The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.	

C3.3.2.6 Project/Site Specific Requirements

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See Annexure 3

- Annexure 1: Measuring Injury Experience**
- Annexure 2: SHE Risk Management Report**
- Annexure 3. List of Risk Assessments**

ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR) FORMULA

No. of Compensation Claims X 200 000 /
*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: The number of claims lodged with the COID insurer for the period under review

200 000: The fixed factor to align the rate with other rates used internationally

Manhours Worked

- Include: * Hourly Paid Employees
- * Sub-contactors (No. of Employees X *220 each)
- * Staff (No. of Employees X *220 hours each)

220 manhours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

***SHE RISK MANAGEMENT REPORT
 PERIOD JANUARY TO MARCH 2002
 *(SHE = Safety, Health & Environment)**

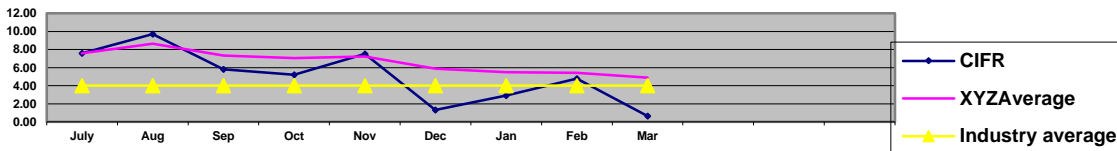
1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned. The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality. All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

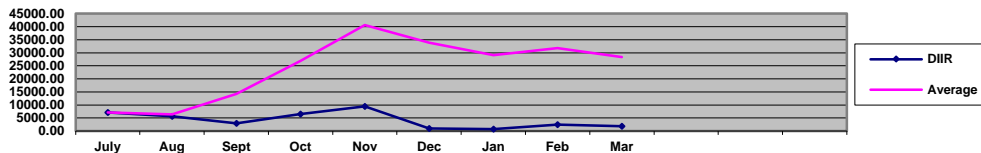
$$\text{CIFR} = \frac{\text{Total No. of Claims against the Workmen's Compensation Fund} \times 200\,000}{\text{Manhours worked}}$$



2.2. Disabling

Injury Incidence Rate (DIIR)

$$\text{DIIR} = \frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$$



2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The following items of concern need priority consideration by management:

3.1. New employees must undergo pre-employment medical examinations to:

- protect XYZ from claims at a later stage
 - ensure that only healthy persons are employed
 - prevent injuries and illness in the workplace
 - enhance XYZ image
1. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

4.1.	Job 00432:	Gillooly's Mall	Compliance: 56%(*)
	Job 00786:	Cullinan Head Office	Compliance: 83%(****)
	Job 00589:	Cleveland Station	Compliance: 76%(***)

5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. *Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26	Induction	Internal
	15	OH&S Reps	Consultant
	3	Crane Drivers	External
February	23	Induction	Internal
	17	OH&S Reps	Consultant
March	43	Induction	Internal
	9	OH&S Reps	Consultant
	3	Bomag Rollers	Supplier
	3	First Aiders	St. John's

6. LEGAL ISSUES

6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

7. OCCUPATIONAL AIND OTHER HEALTH MATTERS

7.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary
The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

7.2. Tuberculosis

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

7.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

8. ENVIRONMENTAL MEASURES

Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

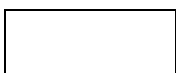
9. ACHIEVEMENTS/AWARDS

- 9.1. The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client's SHE managers. The project manager and his team are to be congratulated for this sterling effort.
- 9.2. Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

SHE Risk Manager
2002.09.27

ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring



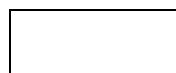
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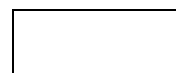
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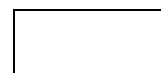
Witness 2



Employer



Witness 1



Witness 2

- Drainage of trench
- * Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

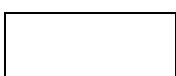
C3.3.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

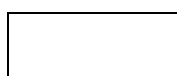
- C3.3.2.1 SCOPE
- C3.3.2.2 DEFINITIONS
- C3.3.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
- C3.3.2.4 LEGAL REQUIREMENTS
- C3.3.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
- C3.3.2.6 TRAINING
- C3.3.2.7 ACTIVITIES/ASPECTS CAUSING IMPACTS
- C3.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
- C3.3.2.9 RECORD KEEPING
- C3.3.2.10 COMPLIANCE AND PENALTIES
- C3.3.2.11 MEASUREMENT AND PAYMENT

C3.3.2.1 SCOPE

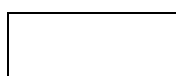
This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).



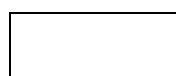
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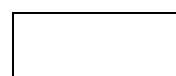
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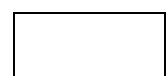
Witness 2



Employer



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Witness 2

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Agency Limpopo in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

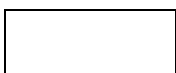
Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

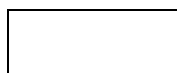
IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

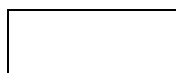
- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources



Contractor



Witness 1



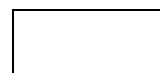
Witness 2



Employer



Witness 1



Witness 2

- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications. Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water

Destruction or removal of fauna and flora and effect on biological diversity

Deformation of the landscape

Soil erosion

Destruction of historical/heritage sites

Effect on the built environment

Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

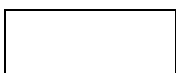
ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

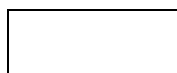
For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.



Contractor



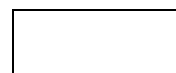
Witness 1



Witness 2



Employer



Witness 1



Witness 2

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.3.1 and 4.3.2 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

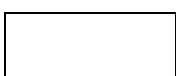
Water for human consumption shall be available at the site offices and at other convenient locations on site. All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

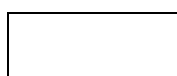
The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

c) Sewage treatment

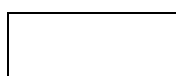
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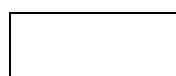
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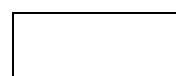
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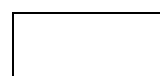
Witness 2



Employer



Witness 1



Witness 2

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter. Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

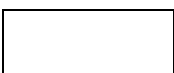
h) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

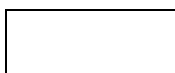
ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

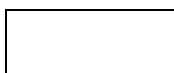
The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or



Contractor



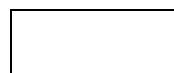
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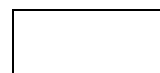
Witness 2



Employer



Witness 1



Witness 2

spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

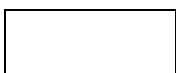
f)
In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/ land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections. The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

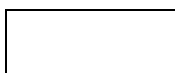
f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.



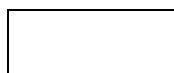
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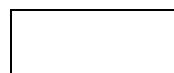
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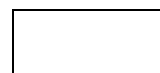
Witness 2



Employer



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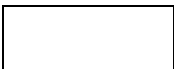


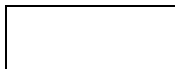
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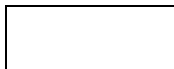
The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor’s programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor’s responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

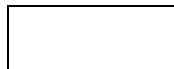
ii) Subsoil

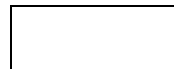
The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

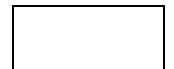

Contractor


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g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309).

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.



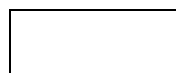
Contractor



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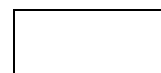
Witness 2



Employer



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Witness 2

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor. Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

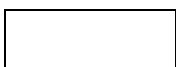
After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

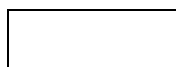
Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

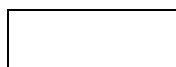
In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

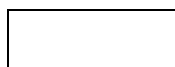
v) Blasting activities

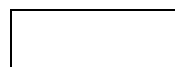
Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the

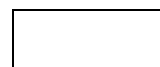

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart.

j) Spillages


Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.


Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions


Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.


k) Areas of Specific Importance


Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.



Contractor


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Witness 2


Employer


Witness 1


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i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory. Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

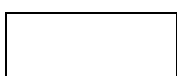
C3.3.2.2 RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

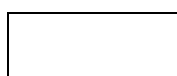
Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.3.2.3 COMPLIANCE AND PENALTIES

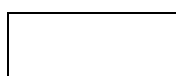
The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the



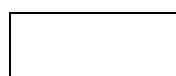
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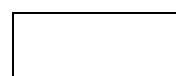
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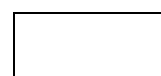
Witness 2



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date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R 6 000 per tree
- Greater than 6180mm girth : R10 000 per tree

b) Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R 10 000 per incident
- Damage to sensitive vegetation within "no-go" areas of vegetation damaged, plus rehabilitation thereof at contractors cost : R 1 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

Contractor

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Witness 2

Employer

Witness 1

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c) Less serious violations:

• Littering on site.	:	R1 000 per incident
• Lighting of illegal fires on site.	:	R1 000 per incident
• Persistent or un-repaired fuel and oil leaks.	:	R1 000 per incident
• Any person related to the contractor's operations found within the designated "no-go" areas	:	R 500 per incident
• Any vehicles or equipment related to the Contractor's operations found within the designated "no-go" areas	:	R 500 per incident
• Excess dust or excess noise emanating from site.	:	R 500 per incident
• Dumping of milled material in side drains or on grassed areas:	:	R 500 per incident
• Possession or use of intoxicating substances on site. :	:	R 500 per incident
• Any vehicles being driven in excess of designated speed limits.	:	R 500 per incident
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.	:	R 500 per incident
• Illegal hunting.	:	R 500 per incident
• Urination and defecation anywhere except in designated areas.	:	R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under Schedule A. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed. Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

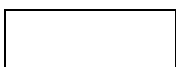
C3.3.2.4 MEASUREMENT AND PAYMENT

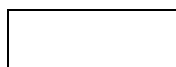
The cost of complying to this specification shall be deemed to be included in the rates tendered for this project.

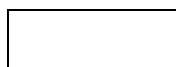
Item	Unit
B100.01 Penalty for unnecessary removal or damage to trees	
for the following diameter sizes	
(a) 2600mm girth or less	number (No)
(b) Greater than 2600mm, but less than 6180mm girth	number (No)
(c) Greater than 6180mm girth	number (No)

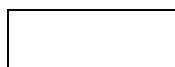
The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.3.2.3.

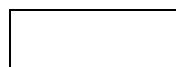
Item	Unit
B100.02 Penalty for serious violations	
(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b) General damage to sensitive environments	
(c) Damage to cultural and historical sites	number (No)
(d) Pollution of water sources	number (No)
(e) Unauthorised blasting activities	number (No)

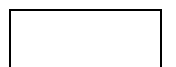

 Contractor


 Witness 1


 Witness 2


 Employer


 Witness 1


 Witness 2

- (f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost number (No)
- (g) Damage to sensitive vegetation within "no-go" areas of vegetation damaged, plus rehabilitation thereof at contractors cost number (No)

The unit of measurement for A100.02 (a) to (g) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.3.2.3.

Item	Unit
B100.03 Penalty for less serious violations	
a) Littering on site	number (No)
b) Lighting of illegal fires on site	number (No)
c) Persistent or un-repaired fuel and oil leaks	number (No)
d) Any person related to the contractor's operations found within the designated "no-go" areas	number (No)
e) Any vehicles or equipment related to the Contractor's operations found within the designated "no-go" areas	number (No)
f) Excess dust or excess noise emanating from site	number (No)
g) Dumping of milled material in side drains or on grassed areas	number (No)
h) Possession or use of intoxicating substances on site	number (No)
i) Any vehicles being driven in excess of designated speed limits	number (No)
j) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
k) Illegal hunting number (No)	
l) Urination and defecation anywhere except in designated areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.3.2.3.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under Schedule-A. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>



TENDER NO: 25 OF 2025

UPGRADING OF TSHINO ACCESS ROAD

CIDB GRADING: 8 CE OR HIGHER

C4 SITE INFORMATION

The project has been identified as an upgrading project and climatic conditions play a major role. The climate in Tshino village is referred to as a local Steppe Climate. There is not much rainfall in Tshino village all year long. The Koppen-Geiger Climate classification is BSh Arid, Steppe, Hot Arid. In Tshino village the average annual temperature is 15, 3° C. The precipitation in Tshino Village averages 150mm. The least amount of rainfall occurs in July. The average in the month of June is 16mm. The January precipitation which is usually the highest reaches its peak with an average of 189mm.

The temperatures are highest on average in December at around 29° C at 19° C on average. July is the coldest month of the year.

Month	Average High Temperature (° C)	Average Low Temperature (° C)	Precipitation/Rainfall (mm)
January	28	20	189
February	28	20	171
March	28	18	98
April	26	16	52
May	25	12	25
June	23	10	16
July	23	9	21
August	25	11	18
September	27	14	39
October	28	16	57
November	28	18	119
December	29	19	164

The variation in the precipitation between the driest and wettest months is 173mm. The variation in annual temperature is around 21,5° C.

Altitude above sea level - 613 m

The street is presently rated as sub-standard as a result of not being upgraded and not regularly maintained. The streets have eroded severely in some sections which makes it difficult for motorists to have good riding quality

The riding quality of the streets can be described as poor to fairly good. There are corrugations on most sections of the streets. At other sections there is displacement of gravel due to vehicular movement coupled with lack of maintenance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

UPGRADING OF TSHINO ACCESS ROAD

Street Name	Length	Co-ordinates
UPGRADING OF TSHINO ACCESS ROAD	5,514km	23° 7'3.36"S 30° 24'14.16"E

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2