

GREATER LETABA MUNICIPALITY



TENDER DOCUMENT

7CE OR HIGHER CONSTRUCTION OF SEKGOPO MOSHATE STREET PAVING PHASE 2

TENDER NO:

CLOSING DATE: 06 AUGUST 2026 @ 12:00

Issued by:  Greater Letaba Municipality Civic Centre 44 Botha Street Modjadjiskloof 0835 Tel: 015 309 9246 Fax: 015 309 9419	Prepared by: Marungane Projects PTY (LTD) 132 LEDA Building Main Road Giyani 0826 TEL: +2778 167 2593 FAX: 0862241969
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NAME OF TENDERER: _____

TOTAL AMOUNT R _____ **(incl. VAT)**

NO BID WILL BE ACCEPTED FROM A PERSON IN THE SERVICE OF THE STATE



Contact Person:

Tenderer:

Address:

.....

Tel No.: **Fax No.:** **E-mail:**

Tender Value (Inc. VAT.): R

Preference points claimed: **Specific Goals []**

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

The municipality shall adjudicate and award Bids in accordance with the Preferential Procurement Policy Framework Act 5/2000 and revised Preferential Procurement Regulation 2022 on 100 points functionality and on an 80/20 points system, where 80 points are for the price and 20 points for Specific Goals according to the said legislation.

1. Valid Registration with CSD
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
3. Scratching out, writing over or painting out rates, without initialing next to the amended rates or information, affecting the evaluation of the bid.
4. Not initialing all the pages including the cover page and drawings.
5. The use of correction fluid (i.e. Tipp-Ex) or any erasable ink, e.g. pencil.
6. Non-attendance of mandatory/compulsory:
 - Site inspections or;
 - Information/Clarification meetings
7. The Bid has not been properly signed by a party having the authority to do so, according to the example of “Authority for Signatory”.
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (**for each specific bid**) of their members or their board of directors, must be submitted.
9. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid. **The attachment or inclusion of information not specifically asked for is not desirable and leads to delays in the awarding of bids.**
10. **Bidders should also note that all tables and forms should be filled in even if the information is attached in the annexures. Bidder should not write refer to as it will lead to disqualifications**
11. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
12. The bid has been submitted either in the wrong bid box or after the relevant closing date and time.

13. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – “Equity ownership”) by a designated employer that it complies with the Employment Equity Act 55 of 1998.
14. Bidders will be disqualified if any municipal rates and taxes or municipal service charges owed by the bidder and any of its directors to the municipality, or to any other municipality or municipal entity or are in arrears for more than three months.
15. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
16. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
17. **Failure to provide: A copy of valid registration with the CIDB, in an appropriate contractor grading designation (category), as required in the bid documentation (or in the case of a joint venture, of all the partners in the joint venture).**
18. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
19. Bid offers will be rejected if the bidder has abused the GLM’s Supply Chain Management System and action was taken in terms of paragraph 38 of the GLM SCM Policy.
20. If at any time during the project implementation phase the **rates** or **prices** are found to be abnormal, irregular and or not market related among other things, the engineer may after written approval from the municipality revise them to a practical or market related rate. The amount on the **form of offer** will be considered as the final cost of works.
21. Form of offer not completed and signed by the authorized signatory.
22. The letter of intent to issue guaranteed must completed and the letter of guarantee attached
23. All the attachments should not be older than 6 months.
24. No submission of financial statements or audited financial statements required, unless if the bided amount is above R 10m.
25. Complete all questionnaires; spaces or Spaces, if the item is not applicable to you, mark it, not applicable. Sign all pages.

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, GREATER LETABA MUNICIPALITY (GLM).
2. BID, BID AND VARIATIONS THEREOFF
3. JOINT VENTURE / CONSORTIUM

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:
.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

E-mail ADDRESS:

CONTRACT PRICE: R

(Amount brought forward from the Form of Offer and Acceptance) *

Signed by an authorized representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

T1.1 INVITATION TO BID**BID NUMBER:**

YOU ARE HEREBY INVITED TO BID FOR THE CONSTRUCTION OF SEKGOPO MOSHATE STREET PAVING PHASE 2 IN GREATER LETABA MUNICIPALITY.

Bid Number	Bid Description	Compulsory Briefing/Site Clarification Date & Time	Non-refundable Bid Document Fee	Other Requirements	Closing Date	Contact Person
GLM001/2027	CONSTRUCTION OF SEKGOPO MOSHATE STREET PAVING PHASE 2	14 JULY 2026 11H00@Modjadjiskloof Library	R 2262.00	7CE or higher	06 AUGUST 2026 @ 12H00	Mr. NA Letsoalo 015 309 9246

Bid documents can be purchased from 8h00 to 15h00 except on public holidays and weekends from the offices of supply chain management, Greater Letaba municipality.

Only bidders who comply with the following requirements are eligible to submit bids:

- Register with CIDB and having a grading **7CE or higher**.
- Bids will be evaluated on 80/20 points system
- Bids will be evaluated on the functionality with a minimum qualifying score of 70 points.

	TARGETED GOALS:	POINTS
Points for Functionality	COMPANY EXPERIENCE	30
	FINANCIAL CAPACITY	15
	KEY PERSONNEL	25
	PLANT SCHEDULE	30
	TOTAL	100

Only bidders who can demonstrate that they will employ staff which satisfies EPWP requirements during the contract validity are eligible to submit bids.

Bid documents will be obtainable as from **14th July 2026** at the offices of Greater Letaba Municipality in Modjadjiskloof, upon purchase of a non-refundable amount of **R 2 262.00** only cash or EFT (**Bank: FNB, Account holder: Greater Letaba Municipality, Account no: 521 0000 5761, Branch code 260449, Ref No. for FNB Users:111 00000 00000, Ref No. for other banks: Bid number**).

A compulsory briefing session will be held on the **14 July 2026** at, Modjadjiskloof Library, Modjadjiskloof,0835.

All bids will remain valid for a period of ninety days after the time and date of opening. Late submissions, telegraphic, or e-mail transmission bid will not be accepted. **Greater Letaba Municipality** does not bind itself to accept the lowest or any bid and reserves the right to accept a bid as a whole or in part.

All bids and supporting documents must be sealed in a cover clearly Marked "**BID No. GLM 001/2027** for the **CONSTRUCTION OF SEKGOPO MOSHATE STREET PAVING PHASE 2** and must be deposited in the bid

box at **Greater Letaba Municipality, Civic Centre, 44 Botha Street, Modjadjiskloof, not later than 12H00 midday on the 06 August 2026.**

Supply Chain Management-related enquiries can be directed to **Maffa TC at 087 086 7522** at Greater Letaba Municipality.

Technical-related enquiries can be directed to N.A Letsoalo from the technical services office of Greater Letaba Municipality on 087 086 7525.

1. PURPOSE

Bid specification committee report

2. BACKGROUND

The Greater Letaba Municipality is located in the Mopani District Municipality of Limpopo province, South Africa.

The Municipality comprises wards, which are made up of villages. Villages are ruled by traditional leaders who are recognized by law and who all represent their respective tribes/communities in the council.

Greater Letaba Municipality appointed MARUNGANE PROJECTS (PTY) LTD to undertake the design and supervision for the **CONSTRUCTION OF SEKGOPO MOSHATE STREET PAVING PHASE 2.**

3. SCOPE OF WORKS**3.1. Description**

PROJECT NAME	Proposed scope of works
CONSTRUCTION OF SEKGOPO MOSHATE STREET PAVING PHASE 2	▪ Contractors establishment on site ▪ Compliance with EMP requirements ▪ Compliance with OHS act requirements ▪ Provisions of temporary workforce (ABE) ▪ Training of temporary workforce ▪ Housing, offices and Laboratories ▪ Accommodation of traffic ▪ Side drains, banks and dykes ▪ Concrete kerbing, channeling, chutes and lining for open drains. ▪ Concrete edge beams ▪ Stormwater control (Concrete V- drains, Concrete culvert bridges and stormwater pipes) ▪ Roadbed preparation ▪ Construction of fills, selected layers, sub base and base layers ▪ Construction of a 80MM interlocking paving bricks ▪ Underground storm water connecting to existing system including erosion protection ▪ Dismantling and erection of road signs ▪ Road Markings ▪ Finishing of the road and road services

4. TENDER SPECIFICATIONS

The proposed specifications for the project will be as follows:

a. CIDB Contractor Grading

The required CIDB grading of contractors to be invited to tender on this project is.

PROJECT NAME	CIDB GRADING
CONSTRUCTION OF SEKGOPO MOSHATE STREET PAVING PHASE 2	7 CE OR HIGHER

b. Tender and Procurement Conditions:

All projects will use the latest revision of the CIDB Regulations, the PPPFA Act No. 5 of 2000, and the SCM Regulations.

c. Standard Conditions of Contract:

CONSTRUCTION OF SEKGOPO MOSHATE STREET PAVING PHASE 2	General Conditions of Contract for Construction Works, SAICE 3 rd Edition 2015. (SAICE GCC 2015)
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Subcontracting as a condition of tender

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in sub regulation

(1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

(a) an EME or QSE;

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(b) an EME or QSE which is at least 51% owned by black people;

(c) an EME or QSE which is at least 51% owned by black people who are youth;

(d) an EME or QSE which is at least 51% owned by black people who are women;

(e) an EME or QSE which is at least 51% owned by black people with disabilities;

(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(g) a cooperative which is at least 51% owned by black people;

(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or

(i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

Criteria for

30% of Local SMME's will be maximized.

d. Technical Specifications:

All projects will be based on SANS 1200 and COLTO (1998 Edition).

Prequalification / Quality Criteria

RETURNABLE DOCUMENTS CHECKLIST:

No.	Requirements Checklist (Bids will be disqualified if the following is not provided)	Tick	Comment if not Attached
COMPULSORY			
1.	Proof of SARS Tax pin (for all companies in case of a joint Venture)		
2.	Company Registration Certificate (for all companies in case of a Joint Venture)		
3.	Attendance of Compulsory briefing session		
4.	Certified ID copies of all directors/member/shareholders of the company not older than 3 months (for all companies in case of a Joint Venture)		
5.	Recent proof (not older than 3 months) of payment for municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality which are not in arrears for more than 3 months in line with regulation 38 of Municipal Supply Chain Management Regulation/recent and original proof of residence from traditional authority or Induna in case where business is located in a non-ratable area or valid lease agreement between the lessor and lessee (bidder). The lease agreement must be accompanied by proof of municipal rates and taxes of the Lessor not in arrears for more than 3 months. Letter from traditional authority will be required in case premises are in non-ratable area		
6.	Copy of relevant CIDB Grading downloadable from the CIDB website (includes Joint venture agreements)		
7.	B-BBEE certificate (Consolidated B-BBEE certificate in case of a Joint Venture)		
8.	Company profile or schedule indicating bidder's experiences (for all companies in case of a joint venture)		
9.	Attach recent 3 years Audited Financial Statement should the bidder price offer exceed R10 million rands		
10.	Letter of Authority for signatory on company letterhead		
11.	Completion of Form of Offer		
9	Completion and Compliance with Addendum (if applicable)		
12.	Joint Venture Agreement (if applicable)		
13.	Receipt/Proof of Purchase of Bid Document		
14.	Completion of Schedule of Quantities (BOQ must be clearly completed, any alterations must be initialized)		
15.	Letter of intent to provide performance guarantee		
16.	Completion of MBD forms		
17.	The bidder must submit master registration number (CSD registration no.) to enable the municipality to verify bidder's tax compliance and other information		
18.	Bank rating letter not older than 3 months		

19.	Relevant Copy of Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1990 (COIDA))		
20.	All pages of the bid document must be signed and initialled and must be properly completed in black ink (alterations on the bid document must be initialled or signed off)		
21.	Detailed Programme of works in Microsoft format		



GREATER LETABA MUNICIPALITY

FUNCTIONALITY EVALUATION CRITERIA

C3.1

COMPANY EXPERIENCE

C3.2

The Bidder must attach Appointments Letters and Completion Certificates for Successfully Completed Projects over the Value of R 10 000 000.00 Points will only be allocated to Projects that fit the Criteria and for Projects that are related to Roads & Stormwater Projects	COMPANY EXPERIENCE	SCORING CRITERIA	WEIGHT	SCORE
		The Bidder Scores Zero (0) points where no information regarding the Company's Relevant Past Experience has been indicated.	0	
		1 Roads & Stormwater/Bridge Project that was Successfully Completed within the last 10 years	10	
		2-3 Roads & Stormwater/Bridge Project that were Successfully Completed within the last 10 years	20	
		4 or more Roads & Stormwater projects that were Successfully Completed within the last 10 Years	30	
		COMPANY EXPERIENCE TOTAL	30	

FINANCIAL CAPACITY

	BANK RATING	SCORING CRITERIA	WEIGHT	SCORE
			0	
		BANK RATING = E	5	
		BANK RATING = D	10	
		BANK RATING = A, B, & C	15	
		FINANCIAL CAPACITY TOTAL	15	

KEY PERSONNEL

Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	SITE AGENT /CONSTRUCTION MANAGER	SCORING CRITERIA	WEIGHT	SCORE
		No formal Qualification Obtained Qualifications Not Attached	0	
		National Certificate N6: Civil Engineering	3	
		National Diploma (N. Dip.): Civil Engineering with less than 5 years' experience	5	
		National Diploma (N. Dip.): Civil Engineering with more than 5 years' experience	7	
		Bachelor of Science (BSc.Eng.) Civil Engineering Bachelor of Technology (B-Tech.): Civil Engineering: with more than 5yrs experience	10	
		TOTAL	10	
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	SITE FORMAN	SCORING CRITERIA	WEIGHT	SCORE
		No formal Qualification Obtained Qualifications Not Attached	0	
		National Certificate N6: Civil Engineering	5	
		National Diploma (N. Dip.): Civil Engineering with more than 3 years' experience	10	
		TOTAL	10	
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	SAFETY OFFICER	SCORING CRITERIA	WEIGHT	SCORE
		No formal Qualification Obtained Qualifications Not Attached	0	
		Relevant Qualifications with more than 3 years' experience	3	
		TOTAL	3	
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted	LIC SUPERV SOR	SCORING CRITERIA	WEIGHT	SCORE
		No formal Qualification Obtained Qualifications Not Attached	0	

from the year when the Qualification in question was obtained		LIC Level 2 with less than 5 years' experience	1	
		TOTAL	1	
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	LIC SUPERVISOR	SCORING CRITERIA	WEIGHT	SCORE
		No formal Qualification Obtained Qualifications Not Attached	0	
		LIC Level 4 with less than 5 years' experience	1	
		TOTAL	1	
KEY PERSONNEL TOTAL			25	

PLANT SCHEDULE

Certified Copies of Proof of Ownership must be attached. In the case where the Plant is to be Hired, a Letter of Intent must be Attached along with Certified Copies of Proof of Ownership	CONSTRUCTION PLANT	SCORING CRITERIA	WEIGHT	SCORE
		EXCAVATOR x 1	5	
		TRACTOR LOADER BACKHOE x 1	5	
		GRADER x 1	5	
		VIBRATORY ROLLER x 1	5	
		WATER TANKER x 2	5	
		TIPPER TRUCK x 5	5	
		PLANT SCHEDULE TOTAL	30	

TOTAL FUNCTIONALITY POINTS SCORED

CRITERIA	WEIGHT	SCORE
COMPANY EXPERIENCE	30	
FINANCIAL CAPACITY	15	
KEY PERSONNEL	25	

PLANT SCHEDULE	30	
TOTAL POINTS FOR FUNCTIONALITY	100	
FUNCTIONALITY THRESHOLD (MINIMUM SCORE)	70	

NB: The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Bidders shall take note of the following bid conditions:

1. Specific goals in terms of the Preferential procurement regulations 2022 will apply on this bid.
2. Council reserves the right to negotiate further conditions in terms of SCM regulation 24 with the successful bidder.
3. Council reserves the right not to appoint.
4. No bidder will be appointed if not registered on Central Supplier Database.
5. Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

NB: Certification on the documents should not be older than Six months.

The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Criteria for specific goals :

Specific goals	Points
100% Black owned companies	10
Women owned	5
People with disabilities	2.5
People who are youth	2.5
TOTAL SCORE	20

FAILURE TO COMPLY WILL LEAD TO NON-CONSIDERATION OF TENDER (NON-RESPONSIVE).

BIDDERS OTHER THAN EME's MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTAINING THEIR B-BBEE RAITING ISSUED BY A REGISTERED AUDITOR APPROVED BY IRBA OR VERIFICATION AGENCY ACCREDITED BY SANAS.

RETURNING AND CLOSING DATE AND TIME OF BID: SEALED MARKED BIDS MUST BE PLACED IN THE BID BOX AT THE MUNICIPAL OFFICES, GREATER LETABA MUNICIPALITY, AND CIVIC CENTER, MODJADJISKLOOF 0835 AT THE MUNICIPAL OFFICES **NOT LATER THAN 12:00**

ON THE CLOSING DATE WHERE AFTER IT WILL BE OPENED IN PUBLIC IN THE MUNICIPAL BUILDING.

EVALUATION AND ADJUDICATION OF BID: BIDS WILL BE EVALUATED AND ADJUDICATED IN TERMS OF ***GREATER LETABA MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY AND PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5 OF 2000. THE 80/20 PREFERENTIAL PROCUREMENT POINTS SYSTEM AS OUTLINED IN THE BID DOCUMENT WILL APPLY.***

PLEASE NOTE:

- NO BID WILL BE ACCEPTED FROM A PERSON IN THE SERVICE OF THE STATE.
- MUNICIPALITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BID OR PART THEREOF AND IS NOT OBLIGED TO ACCEPT THE LOWEST BID.
- BIDS SHALL REMAIN VALID FOR A PERIOD OF 90 (NINETY) DAYS AFTER THE CLOSING DATE.
- TELEGRAPHIC, TELEPHONIC, TELEX, FACSIMILE, EMAIL AND LATE BIDS WILL NOT BE ACCEPTED.
- BIDS MAY ONLY BE SUBMITTED ON THE ORIGINAL BID DOCUMENTATION THAT IS ISSUED BY GREATER LETABA MUNICIPALITY.
- THE MUNICIPALITY WILL APPOINT TENDERER WITH THE HIGHEST NUMBER OF POINTS FOR THE AWARD OF CONTRACT, UNLESS THERE ARE COMPELLING AND JUSTIFYING REASONS NOT TO DO SO.
- NO TENDER WILL BE ACCEPTED IF THE CONTRACTOR/SUPPLIER DIDN'T ATTEND THE COMPULSORY BRIEFING SESSION

Mr. Sewape M.O
Municipal Manager
Greater Letaba Municipality

T1.2: Tender Data

Contract No GLM001/2027

Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (see http://www.cidb.org.za/Documents/KC/cidb_Publications/Stand_Codes_Other/Stand_codes_gg33239_28May2010.pdf) which are reproduced without amendment or alteration for the convenience of tenderers as Annexure F 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 additional conditions of tender are:

Clause number Tender Data

F.1.1 The employer is the Greater Letaba Municipality, Limpopo Province.

F.1.2 The tender documents issued by the employer comprise:

PART T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

Part T1.2 Tender Data

Annex E: Examples of how contractors can fulfill their Contract participation goal obligations

Variations to the Standardised SANS 1914-1:2002 Specification

Annexure F: Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement

PART T2 RETURNABLE SCHEDULES

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3: Form of Guarantee

C1.5: CIDB Adjudicator's Appointment

PART C2 PRICING DATA

**Clause
number Tender Data**

C2.1: Pricing Instructions

C2.2: Bills of Quantities

PART C3 SCOPE OF WORK

C3.1 Project Scope of Work

C3.2 TENDER DRAWINGS

PART C4 SITE INFORMATION

F.1.4 The employer's agent is:
Marungane Projects PTY (LTD)
132 LEDA Building
Main Road
Giyani
0826

TEL: 0781672593

Fax: 0862241969

Email: info@marungane.co.za

F.1.5.3 The Greater Letaba Municipality Supply Chain Management Office, Limpopo Province is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

**Clause
number Tender Data**

F.2.1 Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirements of the scope of works for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders

Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of the above and who satisfy the following criteria: The stated number should be in compliance with the engineer's estimate and annexure G of CIDB regulations.

i) The Department, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and

ii) The Department, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.

Joint ventures are eligible to submit tenders provided that:

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 7CE or Higher class of construction work.

F.2.1.1 The CIDB grading given here is only a guideline **Contractors are required to be registered in the particular grading arising from the tender sum from the priced bills of quantities** for their tenders to be considered responsive should the grading be found to be different.

F.2.1.1.1 Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.

F.2.1.2 It is an absolute requirement that the taxes of the successful tenderer must be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.

The completed Form TCC001 (Refer Form A6 – Tax Clearance Certificate Requirements MBD2 in the List of Returnable's) application must be submitted to the Receiver of Revenue who will then issue a Tax Clearance Certificate.

F.2.1.2 If the Tax Clearance Certificate is found to be incorrect, the Provincial Supply Chain Management Office may, in addition to any other remedy it may have: -

**Clause
number Tender Data**

Recover from the Contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or

Cancel the contract and claim any damages which the State may suffer by having to make less favorable arrangements after such cancellation; and/or

As provided for in the Greater Letaba Municipality Supply Chain Management Office Regulation, impose on the Contractor a penalty not exceeding 5% of the value of the contract.

Each party to a Consortium / Joint Venture / Sub-Contractors must attach their original Tax Clearance Certificate from the Receiver of Revenue.

F.2.5.2 Tenderers are hereby earnestly warned that, in terms of section 23(1) of the Roads Ordinance of Transvaal (Ordinance No. 22 of 1957, as amended), it is absolutely essential that the owners of property be advised accordingly.

Unless the provisions of this section are strictly adhered to, the acquisition of material may be illegal and could result in a claim by the owner, inter alia that the property be restored to its original condition by the contractor.

F.2.5.3 Where reference is made to the standard specifications in the contract documents, it shall mean the COLTO Standard Specifications for Road and Bridge Works (1998).

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.7 A person who is suitably qualified and experienced to comprehend the implications of the work involved shall represent the tenderer at the site visit/information meeting. If the tenderer or his representative does not attend the site inspection/information meeting, the tenderer will be disqualified.

F2.10.5 The contractor must factor escalation on the tendered rate of the project.

Escalation of rates can only be considered after 12 months of the projects.

**Clause
number Tender Data**

F2 11.2 Tenders submitted in accordance with these tender documents shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the engineer as early as possible before submission of a tender. Should any query be found to be of significance, all tenderers will be informed accordingly by the engineer as early as possible.

Tenders shall not be qualified by the conditions of tender of the tenderer himself. Failure to comply with this requirement may cause the tender to become invalid.

Should the tenderer, notwithstanding the above, wish to make any amendment or qualification of the tender documents, such amendment or qualification shall be set out explicitly in full details on Form E. Any qualification or amendment not set out on the prescribed form will not have any force and effect despite the fact that it may be contained elsewhere in the tender documents or in the covering letter to the tender. Any qualification or amendment appearing in or to be inferred from a program and submitted with any tender will not have any force and effect unless set out in writing in accordance with the above requirements.

No alternative tender will be considered unless a tender that is unqualified and strictly according to the tender documents is also submitted.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.

F.2.13.4. A tender submitted jointly by two companies shall be accompanied by a copy of the
1 document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: GREATER LETABA MUNICIPALITY TENDER BOX

Physical address: GREATER LETABA MUNICIPALITY, CIVIC CENTER,
MODJADJISKLOOF, 0835

Identification details: The tenderer must clearly indicate the contents on the front of the envelope, with the following details:

- | | | |
|------|-------------------------|-----------------------|
| (i) | Tender No | GLM001/2027 |
| (ii) | The closing date of the | 06 August 2026@ 12h00 |

tender.

- | | | |
|-------|-------------------------|-------|
| (iii) | The name and address of | |
| the | tenderer. | |

**Clause
number Tender Data**

-
-
- F.2.15.2 Telephonic, telegraphic, telex, facsimile, or e-mailed tender offers will not be accepted.
- F.2.16.1 The tender offer validity period is 90 days, calculated from the tender closure date.
- 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.
- F.2.19 Access shall be provided for the following inspections, tests and analysis:
.....
- F.2.20.1 The employer does not require any tender security, but the tenderers must note the terms contained in the contract data with regard to the forms of guarantee required for the due fulfilment of the contract.
- F.2.23 The tenderer is required to submit with his tender; proof of valid Contractor Registration issued by the Construction Industry Development Board; and an original **valid** Tax Clearance Certificate issued by the South African Revenue Services.
- F.2.24 Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- F.2.25 Similarly, each partner in a Joint Venture is required to submit an original **valid** Tax Clearance Certificate in accordance with this requirement.
- F.3.1 Tenders will be opened immediately after the closing time for tenders at GREATER LETABA MUNICIPALITY, 44 Botha Street, Modjadiskloof Civic Centre Tender box.
- F.3.1.1 A tender that does not comply with the requirements in the tender documents and the instruction in the official tender advertisement will be rejected as being invalid.

**Clause
number Tender Data**

**Clause
number Tender Data**

F3.8 The procedure for evaluation of responsive tender offers shall be:
Method 2: Financial Offer and Preference, in full compliance with the employer's requirements as indicated in Part T2: Returnable Schedules, Form MBD 6.1

Tender offers will only be accepted if
F.3.9 the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax

obligations; the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation and is not suspended ; the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: Abused the Employer's Supply Chain Management System; or

- i) Failed to perform on any previous contract and has been given a written notice to this effect; and
- ii) ii) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F 3.9.1 The number of paper copies of the signed contract to be provided by the employer is one.

F.3.19 **TENDERER'S DIRECT PARTICIPATION OF TARGETED LABOUR JOB CREATION**

In line with the National Government Policies and Strategies, the Department promotes the use of labour where feasible and hence specifies a minimum Job Creation content to ensure tenderers align with the development goals.

Minimum Job Creation Content for this contract is set at 1.25 Full Time Equivalent (FTE) Jobs per R'm Contract Price.

Where 1 FTE Job = 230 labour days of employment.

Contract Price is the tender sum amount including VAT and Contingencies.

During Construction failure to meet the job creation content will result in the following penalty per shortfall in FTE Jobs Created.

Penalty per FTE job shortfall = 230 (days) x 160 (rand per labour day) x 5 (mark up penalty factor)

Labour Content

**Clause
number Tender Data**

The minimum labour content for this project is 10%.

‘The 10% represent the percentage of the contract value that would be used as wages for the local labour engaged on the project’

The Municipality to agree on the value of R1m

F.3.20 Contract Participation Goal

The Minimum prescribed Contract Participation Goal for this Contract is = 20%

Annex E: Examples of how contractors can fulfill their Contract participation goal obligations**SANS1914-1:2002 – PARTICIPATION OF TARGETED ENTERPRISES**

The following examples illustrate the various ways in which contractors can fulfill their contract participation goal obligations. In the examples it is assumed that:

The value of the contract, exclusive of any value added tax or sales tax required by law, provisional sums and all allowances for escalation and contingencies, is R10 000 000; and

The contract involves the construction of a building.

Contractors can tender a contract participation goal in a variety of ways, as illustrated below.

Contractor A

Contractor A, who is not a targeted enterprise:

Obtains professional services from a targeted enterprise for a fee of R100 000;

Purchases manufactured articles from a targeted enterprise manufacturer for the sum of R250 000;

Obtains supplies from a targeted enterprise supplier valued at R500 000; and

Subcontracts work to the value of R1 200 000 to a targeted enterprise subcontractor.

Value of credits = 100 000 + 250 000 + (0,5 × 500 000) + 1 200 000 = R1 800 000

Credit = 1 800 000/10 000 000 × 100 = 18,0 %

Contractor A can tender a contract participation goal of 18 %

Contractor B

Contractor B, who is not a targeted enterprise:

Subcontracts 30 % of the contract to a non-targeted enterprise who in turn subcontracts R500 000 to a targeted enterprise; and

Subcontracts work to the value of R450 000 to a targeted enterprise subcontractor.

Value of credits = 500 000 + 450 000 = R 950 000

Credit = 950 000/10 000 000 × 100 = 9,5 %

Contractor B can tender a contract participation goal of 9,5 %.

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Contractor C

Contractor C is a targeted enterprise but subcontracts 70 % of the work to non-targeted enterprises.

Value of credits = (0,3 × 10 000 000) + (0,1 × 0,7 × 10 000 000) = R3 700 000

Credit = 3 700 000/10 000 000 × 100 = 37 %

Contractor C can tender a contract participation goal of 37 %.

Contractor D

Contractor D, who is not a targeted enterprise, enters into a joint venture with a targeted partner.

The targeted partner is responsible for work to the value of R2 500 000 (participation parameter of 0,25) of which at least 50 % is performed with resources independent of the non-targeted partner.

The joint venture obtains supplies from a targeted enterprise supplier valued at R1 000 000.

Value of credits $= 2\,500\,000 + (0,5 \times 1\,000\,000) = R3\,000\,000$
Credit $= 3\,000\,000 / 10\,000\,000 \times 100 = 30\%$
Contractor D can tender a contract participation goal of 30 %.

Variations to the Standardised SANS 1914-1:2002 Specification

1 STATUS

The variations to the SANS 1914-1:2002 standardised specification are as set out below. Should any requirements of the variations conflict with other requirements of the SANS 1914-1:2002 specification, the requirements of the variation shall prevail.

2 PENALTIES (Clause 6)

Replace clause 6 with the following:

In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor may be required to pay to the Employer penalties (P) in an amount determined in accordance with the following formula:

$$P = \frac{0,15 \times (D - D_o) \times A_v}{(X - D_s)}$$

Where,

D = tendered Contract Participation Goal percentage or "X", whichever is the lesser.

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

D_s = 10% Minimum prescribed Contract Participation Goal for this Contract

A_v = Award Value

P = Rand value of penalty payable

X = 50% Maximum prescribed Contract Participation Goal for this Contract

T1.3: STANDARD CONDITIONS OF TENDER

(as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions

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

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

recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 The tenderer must submit to the Employer, 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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other correction required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$T_{EV} = N_{FO} + N_P$$

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

$$T_{EV} = N_{FO} + N_Q$$

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

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

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

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

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$N_{FO} = W_1 \times A$$

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + (P - P_m)/P_m)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m)/P_m)$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:

S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission;

and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by

The employer as part of the tender documents to take account of:

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

PART T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

GREATER LETABA MUNICIPALITY

UPGRADING OF STREET FROM GRAVEL TO PAVING IN SEKGOPO MOSHATE VILLAGE PHASE 2

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

T2.1.1 Returnable Schedules required for tender evaluation purposes:

- a) Schedule A - Certificate of authority
- b) Schedule B - Record of Addenda to tender documents
- c) Schedule C - Compulsory Enterprise Questionnaire

T2.1.2 Returnable Schedules that will be incorporated into the contract

- a) Schedule D - Proposed Subcontractors
- b) Schedule E - Plant and Equipment
- c) Schedule F - Tenderer's Experience
- d) Schedule G - Tenderer's Key Personnel
- e) Schedule H - Proposed Amendments and Qualifications
- f) Schedule I - Company Detail
- g) Schedule J – Tax Clearance Certificate MBD 2
- h) Schedule K – Declaration of Interest MBD 4
- i) Schedule L – Declaration of Interest MBD 5
- j) Schedule M - Preferences MBD 6.1
- k) Schedule N - Declaration of Bidder's Past Supply Chain Management Practices MBD 8
- l) Schedule O – Certificate of Independent Bid Determination MBD 9
- m) Valid Certified ID Copies of the original for directors/ members.

T2.1.3 Other documents required for tender evaluation purposes:

- a) Proof indicating that your Municipal services accounts is paid up to date both business and directors.
- b) A valid original tax clearance certificate/s (certificate must be submitted with tender).
- c) CIDB Registration Certificate/s
- d) Joint venture/consortium agreements (if applicable)
- e) Certified copy of Letter of Good Standing in respect of Workman's Compensation (COIDA)
- f) B-BBEE Verification Certificate

Note: Tenderers shall attach copies or originals where indicated, of the above documents to their tender documents.

T2.1.4 C1.1 Offer

T2.1.5 C1.2 Contract Data (Part 2)

T2.1.6 C2.2 Bill of Quantities

T2.3

T2.2 RETURNABLE SCHEDULES

SCHEDULE A - CERTIFICATE OF AUTHORITY

This Returnable Schedule is to be completed by companies and close corporations.

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

A Company	C Joint Venture	E Close Corporation

A. Certificate for company

I,, managing director of the board of directors of, hereby confirm that by resolution of the board taken on ____ 20., Mr/Ms, has been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:-

1.....
.....
Managing director

2.....
.....
Date

B. Certificate for Joint Venture

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 and any contract resulting from it on our behalf.

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

C. Certificate for close Corporation

We, the undersigned, being the key members in the business trading as
..... hereby
authorize Mr/Ms, to sign all
documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

SCHEDULE B - RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Signed:

Date:

Tenderer:

SCHEDULE C - COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder 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 | ☐ 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 any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

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

* insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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 any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ An employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:

Date:

Enterprise name:

SCHEDULE D – PROPOSED SUBCONTRACTORS

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

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

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

Attach additional pages if required.

Signed:

Date:

Tenderer:

SCHEDULE E - PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if required.

Signed:

Date:

Tenderer:

SCHEDULE F – TENDERER’S EXPERIENCE

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

Employer, contact person and telephone number.	Description of contract / work and value	Value of work inclusive of VAT (Rand)	Date completed

Signed:

Date:

Tenderer:

SCHEDULE G – TENDERER’S KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

Signed: Date:.....

Tenderer:

SCHEDULE H - PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause F.3.3 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Acceptance Form as Deviations.

Page	Clause or item	Proposal

Signed:

Date:

Tenderer:

SCHEDULE I – COMPANY DETAIL**1. DETAIL REGARDING TENDERER / COMPANY / PARTNERSHIP**

Complete Name :
(Business)

Registered Address :

Registration No. :

Type of Business :

Indicate with an “X”

One-man Business	Partnership	Private Company	Closed Corporation	Joint Venture	Consortium
---------------------	-------------	--------------------	-----------------------	------------------	------------

Date registered :

Tel. No. : (W) Code: No.:

Cell No. :

Fax No. : Code: No.:

E-mail :

2. AUTHORIZED / CONTACT PERSON

Name :

Title :

3. FINANCIAL DETAIL**(1) Bank detail**

Bank :

Branch :

Account Name:

Account No. :

Contact person:

Tel No. :

Fax No. :

SCHEDULE J - TAX CLEARANCE REQUIREMENTS**MBD 2**

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

SCHEDULE J - TAX CLEARANCE REQUIREMENTS**MBD 2**

IT IS A CONDITION OF BIDDING THAT -

2. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:
2. Trade name:
3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
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):

--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

[MBD 2]

SCHEDULE K – DECLARATION OF INTEREST**MBD 4**

1. No bid will be accepted from persons in the service of the state.

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

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

3.7.1 If so, furnish particulars.

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

If so, furnish particulars.

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

If so, furnish particulars.

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state **YES / NO**

If so, furnish particulars.

3.11 Are any spouses, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

CERTIFICATION

**I, THE UNDERSIGNED (NAME) CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME INTERMS OF PARAGRAPH 23 OF THE
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MSCM Regulations: “in the service of the state” means to be –

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

SCHEDULE L – DECLARATION

MBD5

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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 any municipality for more than three months 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 any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

* Delete if not applicable *YES / NO

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?

3.1 If yes, furnish particulars

.....

.....*YES / NO

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

.....*YES/NO

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.1**SCHEDULE M – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1

The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Criteria for specific goals :

Specific goals	Points
100% Black owned companies	10
Women owned	5
People with disabilities	2.5
People who are youth	2.5
TOTAL SCORE	20

5. SUB-CONTRACTING

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

5.2

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

(delete which is not applicable)

5.3

If yes, indicate :(i)

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

(ii) The name of the sub-contractor?

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

(iv) Whether the sub-contractor is an EME?

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

(Delete which is not applicable)

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

6.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

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

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

FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Perusal

WITNESSES:

1.

2.

DATE :

SIGNATURE(S) OF BIDDER(S)

ADDRESS:

.....

.....

**SCHEDULE N – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

MBD 8

- 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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	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

SCHEDULE O - CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD 9

- 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This EBD 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**MBD 9**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by: **GREATER LETABA MUNICIPALITY**, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of

: _____ that:

(Name of Bidder)

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

MBD 9

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

PART C2 PRICING DATA

GREATER LETABA MUNICIPALITY**UPGRADING OF STREETS FROM GRAVEL TO PAVING IN SEKGOPO MOSHATE
VILLAGE PHASE 2****C2.1 PRICING INSTRUCTIONS**

- 1 The General 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.-

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with 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 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.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear 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 Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the 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 are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

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.

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 unauthorized 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

- 9 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

- 10 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	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
w/day	=	working day
Sum	=	lump sum
R/O	=	Rate only
h	=	hour
kℓ	=	kilolitre
kPa	=	kilopascal
MPa	=	megapascal

GREATER LETABA MUNICIPALITY

**UPGRADING OF STREETS FROM GRAVEL TO PAVING IN SEKGOPO MOSHATE
VILLAGE PHASE 2**

CONTRACT NO.: GLM001/2027

C2.2 BILL OF QUANTITIES

C3 SCOPE OF WORK

GREATER LETABA MUNICIPALITY**UPGRADING OF STREETS FROM GRAVEL TO PAVING IN SEKGOPO
MOSHATE VILLAGE PHASE 2****PART C3****SCOPE OF WORK**

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

Part C3.1 Project Scope of Work

Part C3.2 List of Tender Drawings

Part C3.1 Project Scope of Work

TENDER No. GLM001/2027 CIDB Category 7 or CE Higher

**FOR
GREATER LETABA MUNICIPALITY**

**UPGRADING OF STREETS FROM GRAVEL TO PAVING IN SEKGOPO
MOSHATE VILLAGE PHASE 2**

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PART I : STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS**PART A GENERAL****A1 MISCELLANEOUS**

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

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

A2 DESCRIPTION OF THE WORKS**(1) THE SITE****(i) Employer's Objectives**

The Employer's objective is to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

The main objective of the employer is to provide the GREATER LETABA MUNICIPALITY with the UPGRADING OF STREETS FROM GRAVEL TO PAVING IN SEKGOPO MOSHATE VILLAGE PHASE 2 Objectives during construction are to provide black empowered economic enterprise contractors with a portion of the work, work opportunities to the local communities, provide training to local and other labourers and to execute and complete the work with a high degree of safety, sensitivity to the environment and quality within a period of twelve (12) months.

(ii) General Description of the Project Route

The road to be constructed is 4.3km

(iii) Traffic

Traffic counts were not carried because these roads are within the respective villages.

(iii) Extent of the works

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

1. Contractor's establishment on site
2. Compliance with EMP requirements
3. Compliance with OHS act requirements
4. Provisions of temporary workforce (ABE)
5. Training of temporary workforce

6. Housing, offices and laboratories for the engineer's personnel
7. Accommodation of traffic
8. Side drains, banks and dykes
9. Concrete kerbing, channeling, chutes and lining for open drains
10. Concrete edge beams
11. Roadbed preparation
12. Construction of fills, selected layers, sub base (stabilized) and base layers
13. Construction of a 80mm interlocking paving bricks
14. Underground stormwater connecting to existing system including erosion protection works
15. Stormwater control culvert bridges
16. Dismantling and erection of road signs
17. Road markings
18. Finishing of the road and road reserves

(2) DETAILED DESCRIPTION OF ROADWORKS**(a) Typical Cross-Section of road**

(A) CARRIAGEWAY	
Description	Width
Paved Single Carriageway	6.0m
Lane Width	3.0m
Gravel Shoulders	1,0m
(B) TEMPORARY BY-PASSES	
Description	Width
Formation Width for Two-Way Traffic	4.5m minimum

(b) Pavement

The pavement structures of the roads are as follows:

ROAD PAVEMENT STRUCTURE	
Layer	Description
Paving	80mm Interlocking paving bricks
Base	150mm C4 3% OPC 32.5 layer compacted to 95% MOD AASHTO.
Sub-base	150 mm G6 Gravel Material compacted to quality material compacted to 95% ModAASHTO.
Road Bed	150 mm insitu layer compacted to 93% MODAASHTO

(c) Sources of Pavement material

Layer	Source
--------------	---------------

Paving	Commercial
Base	Commercial
Sub-base	Commercial
Wearing course and shoulders	Surplus material excavated from the existing road pavements, cuttings and/or borrow pit.
Fill	From cut to fill (cuttings)
Culvert bridges	2400mmx 2800mm 2400mmx2800mm 750m dia 900m dia

(d) Accommodation of Traffic

The existing roads will be under construction and allowance for small deviations of traffic will be allowed as measured in the bill of quantities.

(e) Existing Services

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

- Overhead/ underground power lines
- Electrical cables
- Water supply lines

Any overhead services crossing the road must clear the final road level by at least 6,1m.

A3 DRAWINGS

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

The Appointed Contractor will be supplied with an unreduced print of each of the Drawings. These prints will be issued free of charge and the Contractor must make any additional prints he may require at his own cost.

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

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

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

A4 POWER SUPPLY AND OTHER SERVICES

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

A5 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work in confined areas. No additional payment will be made for work in "restricted areas", except in the case of structures as described in Sub clause 6108(d) of the Standard Specifications. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's Constructional Plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the methods used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

A6 CONTRACTOR'S CAMP SITE

(Read with SANS 1921 - 1 : 2004 clause 4.14)

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

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

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

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

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

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

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

A7 SECURITY

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. Provision is made in these specifications for the erection of a security fence around the site offices.

A8 WATER FOR CONSTRUCTION PURPOSES

The Contract will be undertaken in an arid area with scarce water resources. The Contractor must make adequate provision in his Tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

A9 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

- (a) The travelling public shall have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (b) Failure to maintain road signs, warning flashing lights, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.
- (c) The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual (SARTSM – Vol 2, Chapter 13).
- (d) The contractor may not proceed with permanent works before the required offices and laboratories of the engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements,

potable water and telephone, e-mail and fax facilities. In the event where the contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

- (e) Co-ordinating the main contract work with that of the selected subcontractor for the supply and installation of street lighting. The main contract work includes the following civil works relating to the street lighting subcontract : the excavation and backfill of trenches, construction of bedding , installation of marker tape for cables and ducts, the excavation and backfill of holes pertaining to the scissor masts, the installation of 110mm diameter ducts for the cables crossing road P115-5 and providing general attendance to the selected street lighting subcontractor.

A10 TEMPORARY LATRINES

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

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

A11 MOVING EXISTING SERVICES

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

The plans show the positions of services determined from observations and measurement but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

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

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

If so directed by the Engineer the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work

shall be paid for at the applicable rates set out in the Schedule of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

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

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

A12 TRAINING

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development. Part D of the Project Specifications deals specifically with matters regarding training, and a payment item for that is included in Clause B 1231 of Part B of the Project Specifications.

A13 USE OF LOCAL RESOURCES

A major objective of this Contract is the optimum use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods. Labour-optimising construction is defined in Clause B 1156 of Part B of the Project Specifications.

A14 LABOUR-OPTIMISING CONSTRUCTION ACTIVITIES

(a) General

The portions of the Works listed in Subclause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods only. Payment for works identified in Subclause (b) below shall be made in accordance with the pay items provided in the bill of quantities.

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

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

Labour-intensive work shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

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

- i.* Clearing and grubbing the site
- ii.* Removing and grubbing large trees and tree stumps
- iii.* Clearing and grubbing at inlets and outlets of hydraulic structures
- iv.* Cleaning of hydraulic structures
- v.* Excavating for all open drains, culverts, inlet and outlet structures, concrete structures, fence posts, road sign posts and guardrail posts
- vi.* Constructing catch-water banks and mitre banks
- vii.* Backfilling and compacting all excavations
- viii.* Removing oversize material
- ix.* Removing existing concrete and masonry work, irrespective of class and type
- x.* Stone pitching and erosion protection
- xi.* Finishing off cut and fill slopes
- xii.* Finishing the road and road reserve
- xiii.* Treating old roads and temporary diversions
- xiv.* Carrying out maintenance activities

A15 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOY OF THE CONTRACTOR

- (a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications

- (i) Part C - Provision of the temporary workforce,
- (ii) Part D - Provision of structured training,

execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

- (b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this subclause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:
- (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable

- actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
 - (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

A16 COMMUNITY LIAISON AND COMMUNITY RELATIONS

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

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

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 51 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

A17 EXTENDED PUBLIC WORKS PROGRAMME SPECIFICATIONS

17.1 Labour-Intensive Competencies of Supervisory and Management Staff

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NOF level 4 “National Certificate Supervision of Civil Engineering Construction Processes” and Site Agent/Manager at NQF level 5 “Manage Labour-intensive Construction Processes” or equivalent QCTO qualifications.

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	} Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	} Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)			

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

1. Requirements for the sourcing and engagement of labour

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

1.1.2 The rate of pay set for the EPWP is R 200 per task or per day.

1.1.3 Tasks established by the contractor must be such that:

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

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

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

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

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

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

A18 PROGRAMME REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

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

A19 PROCUREMENT

PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

A19.1 GENERAL CONDITIONS

The abovementioned provisions of this policy document shall apply subject to the following terms and conditions:

A19.1.1 Company Registration

Whereas the Employer shall have the above responsibilities, the respective and prospective service providers shall be:

- (a) Formally registered entity, in compliance with the applicable legislation such as the Companies Act, the Close Corporations Act , other related industry regulatory bodies, and professional bodies, where required;
- (b) Registered with the South African Revenue Services for all categories of taxes applicable to it.

A19.1.2 Tender Evaluation

- (a) Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for preference points.
- (b) The Employer may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.
- (c) The Employer shall, when calculating comparative prices, take into account any discounts, which have been offered unconditionally.
- (d) A discount, which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is affected.
- (e) In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a “firm price”.
- (f) Points scored must be rounded off to the nearest 2 decimals.
- (g) In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

A19.1.3 Principles

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs.

- (b) The equity ownership contemplated in sub-regulation (A19.1.3 (a)) 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 as the closing date of the tender.
- (c) In the event that the percentage of ownership contemplated in sub regulation (A19.1.3 (b)) changes after the closing date of the tender, the tenderer must notify The Employer and such tenderer will not be eligible for any preference points.
- (d) 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.
- (e) Subject to sub-regulations A19.1.3 (a), (b), (c) and (d), all claims made for equity ownership by an HDI must be considered according to the following criteria:
 - i. Equity within private companies must be based on the percentage of equity ownership;
 - ii. Preference points may not be awarded to public companies and tertiary institutions;
 - iii. The following formula must be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations A19.1.3 (a), (b), (c) and (d).

- (f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

- (g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-regulation A19.1.3 (f) must be submitted to the relevant The Employer.
- (h) 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.
- (i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (j) The points contemplated in sub-regulation A19.1.3 (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (k) Subject to regulations A19.1.3 (i), the contract must be awarded to the tender, which scores the highest points.
- (l) 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 25 % of the value of the contract to a person who is not an HDI or does not qualify for such preference.

A19.1.4 Declarations

A tenderer must, in the stipulated manner, declare that-

- (a) The information provided is true and correct;
- (b) The signatory to the tender document is duly authorised; and
- (c) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Employer.

A19.1.5 Penalties

- (a) The Employer shall, upon detecting that a preference in terms of the Act and these regulations has been obtaining on a fraudulent basis, or any specified goals are not attained in the performance of the contract, act against the person awarded the contract.
- (b) The Employer may, in addition to any other remedy it may have against the person contemplated in sub-regulations A19.1.5(a).
- (c) Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (d) 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;

- (e) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; and
- (f) Restrict the contractor, its shareholders and directors from obtaining business from the Employer for a period not exceeding 10 years.
- (g) The Employer reserves the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.
- (h) In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of a preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,15 \times \frac{(D - D_o)}{(100)} \times N_A$$

Where D = tendered Contract Participation Goal percentage.
 Do = the Contract Participation Goal which the Employer's

representative based on the credits passed, certifies as being
 achieved upon completion of the Contract.

N_A = Net Amount
 P = Rand value of penalty payable

A19.1.6 Areas of Policy Coverage

The above-mentioned provisions of this policy shall apply subject to, but not limited to, the following entities and/or activity:

- (a) Procurement of goods or services;
- (b) Appointment of consultants;
- (c) Appointment of contractors, subcontractor, consortia and joint venture contractors;

A19.1.7 Criteria for Tender Evaluation

The Employer shall use the following criteria to evaluate tenders: -

- (a) Compliance with tender conditions;

- (b) Preference point system 90/10 on tenders with a Rand value above R500 000 (five hundred thousand Rand) and preference point system 80/20 for tenders with a Rand value equal to, or above R30 000 but up to a Rand value of R500 000 (Five hundred thousand Rand);
- (c) Status of the enterprise; and
- (d) Price and functionality.

A19.2 APPOINTMENT OF CONTRACTORS

A19.2.1 Procedure for Invitation of Tenders

Tenders will be invited publicly through the general media and other forms of communication to ensure that the target communities are reached. The intention is to ensure that the SMME's in rural areas that may not be in a position to access the general press is also reached.

A19.2.2 The tender invitation shall include:

- (a) Specifications and description of project or service to be procured.
- (b) Tendering information and documentation will be in English;
- (c) A non-refundable charge shall be payable to cover the cost of the tender documents and specifications;
- (d) In the event where normal tendering is not practical due to other constraints, at least three (3) selected service providers shall be invited to submit quotations.

A19.2.3 Compulsory Requirements

The following requirements shall be applicable to all tenders and non-adherence thereto shall result in an automatic disqualification of the tender submitted:

- (a) Attendance of site inspection for briefing;
- (b) Submission of valid original tax clearance certificate.
- (c) Authority to act and contractually bind the tenderer.

A19.2.4 Closure and Opening of Tenders

Tenders shall close on a date and time specified in tender document and shall be opened and read in public.

A19.2.5 Evaluation of Tenders

Tenders to be evaluated in the same manner as prescribed in the tender data.

A19.2.6 Cessions

A service provider awarded a contract may not cede or subcontract a contract/project or any part thereof without written consent of the Employer and where such consent is granted, a signed agreement involving the cedent, cessionary and the Employer shall be entered into.

In any event, not more than 25% of the value of the contract shall be subcontracted. Both the cedent and the cessionary shall be jointly and severally liable for the quality of the material supplied and workmanship.

A19.2.7 Performance Guarantees

The Employer shall strive to facilitate the participation of HDI's and SMME by waiving or reducing the maximum amounts of sureties as follows:

- (a) No surety for projects between 0 to 500 000
- (b) 1% surety for projects between 500 000 to R1 million
- (c) 2,5% surety for projects between R1 million to R2 million
- (d) 10% surety for projects above R2 million

The period required to provide surety shall be 21 calendar days. However, depending on circumstances, a shorter period may be prescribed. In the event of failure to submit the surety within the stipulated period, the Employer shall be entitled to cancel the contract and award the tender to a suitable contractor.

Sureties may only be accepted from a banking institution registered in terms of the Bank Act, 1996, an insurer registered in terms of the Insurance Act, 1943 or from governmental institutions established for such purposes.

A19.2.9 Notification of Acceptance

Successful service tenderer/s shall be notified before the tender validity period expires.

A19.2.10 Contractual Agreement

The relationship between the Employer and contractor shall be managed under the following contractual documents:

- (a) The tender document submitted by the tenderer
- (b) The project drawings relevant for the tendered project
- (c) The General Conditions of Contract for Construction Works (GCC 2015) and the COLTO Standards Specifications for Road Bridge Works for State Authorities as they may apply from time to time.
- (d) Employers Procurement Policy
- (e) Any other relevant legislation aimed at meeting other government policy initiatives.

A19.3.11 Tax Clearance Certificate

No contract shall be awarded to an entity, which fails to submit a valid original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying that the taxes of the said entity are in order or that suitable arrangements have been made with SARS, and submitted proof as part of the tender documentation.

In case where the successful tenderer has only submitted a letter from SARS, the tenderer will be given seven (7) working days to submit the original Tax Clearance Certificate. Failure to produce same will disqualify the tenderer and the next recommended tenderer shall be awarded the contract.

A19.2.12 Variations

- (a) The Employer shall have the right to reduce or increase the scope of work by no more than 20% of the tendered amount without affecting the preliminary and general items.

PROJECT SPECIFICATIONS**PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS****B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

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

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item that 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.

B2 SECTION 1100: DEFINITIONS AND TERMS

Works specifications shall comply with the following specifications:
Standard specifications for road and bridge works for state road authorities (COLTO)

B 1115 GENERAL CONDITIONS OF CONTRACT

REPLACE "for National and Provincial Road and Bridge Works", IN THE SECOND AND THIRD LINES WITH "for Road and Bridge Works for State Road Authority".

ADD THE FOLLOWING CLAUSE:

"B 1156 LABOUR-OPTIMISING CONSTRUCTION

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

B3 SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B 1202 SERVICES

Add the following:

"Information regarding known services is shown on the drawings.

The information shown on the schedule of services is based on the best available information. No guarantee as to the accuracy of the information can be given and the schedule should, therefore, be used as a guide only.

Before work commences, the Contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

The relocation and protection of services shall be carried out in conjunction with the service owners and in compliance with the Machinery and Occupational Safety Act 6 of 1983.

Where protective measures involve the construction of permanent work, payment as specified in the order given by the engineer, shall be either at contract rates, where these are applicable, or where no contract rates are applicable, in accordance with the provisions of Clause 6 of the General Conditions of Contract.

No payment will be made for inconvenience to the Contractor due to services crossing the Site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the Works."

B 1204 PROGRAMME OF WORK

Insert the following before the first paragraph:

"A bar-chart programme shall be provided showing the various activities in such detail as may be required by the engineer. The programme shall be updated monthly in accordance with the progress made by the contractor. The critical path of the programme of work shall also be indicated.

In compiling the programme of work, the contractor shall incorporate the following important factors specified in these specifications:

- The specified contract period.
- Percentage of work to be done by Black Economic Empowered Enterprises and labour intensive work including a breakdown of the labour intensive work.
- Weather limitations regarding the application of bituminous products as specified in sections 4100, 4200, 4400 and 4500 of the standard specifications.
- The relocation and protection of services.
- Accommodation of traffic proposals.
- Phase construction detail relating to the relocation and protection of services, accommodation of traffic and weather limitations.

The contractor shall take note of various factors contained in these specifications which will have a significant influence on the compilation of the programme of work.”

B 1205 WORKMANSHIP AND QUALITY CONTROL

Replace the third paragraph with the following:

“The contractor shall determine his own frequencies at which quality or process control tests are to be undertaken. The engineer will, however, undertake all acceptance control tests for the judgement of workmanship and quality of products.”

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 (quality control scheme 2). 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.”

B 1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Add the following:

“Before commencing construction the contractor shall align the road horizontally according to the information given on the drawings and shall establish a stake line for controlling purposes. Subsequently he shall supply the Engineer’s Representative with a full set of cross-sections taken at 10 m intervals along the centreline of the road. These cross-sections shall cover the full width of the road reserve. Stake-line beacons shall be clearly marked and protected during construction.”

Amend the first line of the last paragraph as follows:

“The setting-out of work including the survey and staking of the new road centreline will not be measured and paid for

B 1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

"VAT shall be excluded from the tendered rates and sums and provided for as a lump sum in the summary of the Schedule of Quantities."

(e) Materials on the site

Add the following to the end of the clause:

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

- the site selected for this purpose is approved by the engineer;
- such land is physically separated from any production plant or operation;
- only materials for use under this contract are stockpiled on such land, and

the contractor has provided proof of an agreement with the owner of such land that the owner has no objection to using the land for these purposes and has no claim whatsoever on any materials stockpiled on such land."

Add the following subclause:

"(g) Payment certificates

With reference to Clause 6.10 of the General Conditions of Contract, the Engineer's Certificate will only be issued after he has received a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. The Engineer and the Employer require a total of four sets of A4-sized paper copies."

B 1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following at the end of the clause:

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

- (i) In the case of partial completion, the estimated cost to complete the outstanding work is less than 2% of the estimated cost to construct the whole section or sections.
- (ii) In the case of the whole works, the estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (iii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the contractor.”

B 1213 VARIATION FROM SPECIFIED NOMINAL RATES OF APPLICATION OR NOMINAL MIX PROPORTIONS

Add the following to the first paragraph:

“Tenderers shall, for the purpose of calculating tender rates, take note that the nominal rates of application and/or nominal mix proportions of a number of products are amended in these project specifications.”

B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following:

“Extension of time for completion in terms of Clause 5.12 of the General Conditions of Contract in respect of abnormal rainfall shall be determined in terms of Method (ii) (The Critical Path Method) as described under Clause 1215 of the Standard Specifications. This formula does not take account of flood damage that could cause further or concurrent delays. Extension of time due to delays resulting from flood damage will be in accordance with the provisions of Clause 8.4 of the General Conditions of Contract.”

The Critical Path Method

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

A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the engineer all progress on the item/s of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work

for an expected delay of “n” working days caused by normal rainy weather, for which he will not receive any extension of time. **The value of “n” shall be given in the project specifications by the Engineer.**

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

The Value of “n” for this contract is 54 days

(derived from the average number of days when rainfall of 10mm or more falls during normal rainy season using records from 2004 to 2012)

B 1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following clauses:

- “(h) Prior to the start of any excavation in the existing pavements on any part of the works, the contractor shall submit to the engineer for approval a method statement for the execution of that part of the work. The contractor is responsible for the protection of the underlying pavement layers and the drying out and/or keeping dry of such excavations. The contractor's programme shall make provision for the speedy backfilling of the excavations and the drainage thereof if inundation cannot be prevented.

The contractor shall, at his own cost, be responsible for the repair of pavement layers which have been damaged due to his own works or his neglect to submit his planning to the engineer for approval or to adhere to approved precautionary measures.

- (i) Concrete elements adjoining the road which is designated for resurfacing, shall be covered with protective material prior to any spraying operations to prevent the concrete from being stained with bituminous binder. The protection of concrete elements shall be to the engineer's satisfaction and no additional payment will be applicable for taking the specified protection measures.”

B 1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following to the first paragraph:

“The total length of the road reserve will be handed over to the contractor at the start of the contract period.”

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, eg. 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
	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
	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:

B 1230 SUBCONTRACTORS

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.

B 1231 CONTRACTOR'S ACTIVITIES ON PRIVATE PROPERTY

(a) Action required prior to entering property

The contractor shall not enter onto private property or property not belonging to the employer for the purpose of carrying out any work in connection with the contract without having completed the following formalities well ahead of the intended date for entering such property:

- The contractor shall give notice, in writing, to the owner, lessee or occupier, on a form approved by the engineer, of his intention of entering upon the property, together with full details of the work he intends to carry out on the property and the intended dates and duration of occupation.
- The contractor shall arrange a meeting with the owner, lessee or occupier, to:
 - conform that the owner, lessee or occupier, has permitted the contractor to enter upon the property for the said purpose;
 - obtain details from the owner, lessee or occupier, regarding any special precautions that should be taken by the contractor during the execution of the works;
 - record details, with photographs if necessary, of the condition of the property at that stage, including any defects in buildings, swimming pools, outbuildings, fences, etc. that may be affected by his activities;
 - record in writing the details of the above; the form and substance of such records and agreements shall be subject to the engineer's approval and a copy of the details as recorded shall be sent to the engineer for his records and his approval.
- In the event of the contractor failing to reach agreement with the owner, lessee or occupier of the property on any of the matters referred to above, the matter shall be referred to the engineer for further action.

B 1232 MATERIALS

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply. Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the Site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the Site or in borrow areas provided by the Employer shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the Contract. Existing structures on the Site shall remain the property of the Employer and except as and to the extent required elsewhere in the Contract, shall not be interfered with by the Contractor in any way.

No materials to be included in the works shall be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the Works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

B 1233 TRAINING

Temporary personnel involved in the Contract in accordance with the provisions set out in Part D. The selection of the candidates will be approved by the Engineer, the representatives of the local communities and the Employer's Representative in the area, subject to the required entrance levels. All training courses must be offered through approved accredited training organizations, nominated by the Engineer upon the written instruction of the Employer.

The Contractor shall provide the following for the training:

- (a) Electrified venue with sufficient lighting and furniture
- (b) All necessary stationery, consumables and study material

- (c) Transport to and from the training venue
- (d) Wages for candidates attending technical skills training during working hours
- (e) Payment to approved training organizations for the provision of training.
- (f) Details of training venue (location, size, facilities available)

B1234 WORKMEN'S COMPENSATION ACT

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

B 1235 MEASUREMENT AND PAYMENT

Item	Unit
B12.01 Protection, removal, realignment and Replacement of Services	
(a) Utility services	
(i) Relocation of services and payments to service owners.	Provisional sum
(ii) Handling costs and profit in respect of Sub item B12.01 (a) (i) above	percentage (%)

The provisional sum for utility services shall be expended in accordance with Clause 6.6.1 of the General Conditions of Contract. The tendered percentage is a of the amount actually spent under item B12.01 (a) (i), which shall be paid to the Contractor for full compensation for handling costs and profit in connection with dealing with utility services.

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

B 1302 GENERAL REQUIREMENTS

- (a) **Camps, construction plant and testing facilities**

Add the following:

“There is no area available within the road reserve for the establishment of the contractor's organization, camp and constructional plant on site.

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. No personnel will be allowed to reside on the site. Only night watchmen may be on the site after hours.

The contractor shall be responsible for the security of his personnel, construction plant on and around the site of the works, and of his camp. The cost of this will be deemed to be included in item B13.01.

“The contractor's offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the engineer's offices and laboratory. The entire area shall be fenced with a minimum of 1,8m height razor taped mesh. The contractor's offices, laboratory and stores and engineer's offices and laboratory shall be provided with sufficient perimeter lighting.

The contractor shall provide security guards from a reputable security company for protection of the engineer's offices and laboratory. The security guards must be provided with a two-way radio and be in constant contact with the control room of the security company and an armed response unit. The security guards must be armed and accompanied by trained guard dogs. Payment for the above shall be included in item B13.01.”

“The contractor shall provide at each work site at least one portable chemical latrine unit per 10 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. The contractor shall move them to the required positions, and finally remove them, on completion of the works, all to the satisfaction of the Health Department of the relevant authority. Toilets must be screened from public view and their use shall be enforced. No separate payment shall be made for this requirement and payment shall be deemed to be included in the rates tendered for the contractor's time-related obligations.”

B1303 PAYMENT

Item	Unit
B13.01 The contractor's general obligations (As specified)	Lump Sum

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.”

B5 SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B 1402 OFFICES AND LABORATORIES

(a) General

: Add the following

“It is a requirement of the contract that the offices for the engineer's supervisory staff shall be supplied with approved burglar proofing, the cost of which shall be included in the relevant tendered rates.”

(b) Offices

Replace subsubclause (xii) with the following:

“A complete telephone service together with fax equipment shall be provided. The cost of telephone and cell phone calls and fax transmissions are included in the prime cost sum for the provision of the telephone service.

The following list is indicative of the number and sizes of offices and other accommodation that will be required:

	Description	Area
•	Office for the engineer's personnel	4 x 12m ²
•	Conference room	23m ²
•	Car ports	4 x 15m ²

(c) Laboratories

Add the following:

“The layout, sizes and general requirements for the laboratory are shown on the drawings in Volume 4. All doors and windows of the laboratory shall close air tight to ensure that the instruments are not affected by draughts. The doors shall be double to allow the importing of apparatus. The sides of the store shall be similar to the walls of the laboratory.

“Uninterrupted power supply (UPS) units shall be supplied for all electronic equipment.”

(g) Ablution units

Add the following:

“Two ablution units are required on site. Each unit shall contain at least a wash-hand basin, flush toilet, urinal, shower unit and the necessary accessories.

Both ablution units shall be provided with hot and cold water.

The towels shall be replaced with clean towels every second day and soap supplied as necessary.

One of the units shall contain a lockable clothing cupboard for at least four employees. The other unit shall contain a lockable clothing cupboard for at least two employees.

The ablution units shall each have an interior floor area of at least 10m² and a 1,5m wide veranda on one side with a 100mm concrete floor.

The tendered rate under Item B14.01(e) shall include full compensation for the supply, erection and maintenance of the complete units as specified.”

Add the following new subclause:

“(i) Kitchen units

The contractor shall provide two kitchen units with minimum interior floor area of 12m², a 1,5m wide veranda on one side with a 100 mm thick concrete floor in the vicinity of the offices.

Each unit shall contain at least two opening windows, a lockable door, a two-plate electrical stove without oven, a steel framed formica topped table (0,6 m x 1,2 m), four steel framed bar or kitchen stools, a lockable refrigerator of one hundred and fifty litres capacity, a kitchen sink supplied with clean hot and cold potable water, a drain board coupled to a suitable drainage system and a lockable steel grocery cupboard.”

B 1403 HOUSING

(c) Rented accommodation

Add the following:

“The engineer will arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of rent shall be made under the Provisional Sum in subitem 14.07(a) and shall be expended on a monthly basis as ordered by the engineer.”

(d) Accommodation for labourers

Add the following:

"Curtains must be provided to the windows of the housing unit."

B 1404 SERVICES

(b) Water, electricity and gas

Add the following:

“The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related electronic equipment during power surges. In the event of damage to the office and laboratory equipment and related electronic equipment because of a faulty voltage, the contractor shall be liable for payment of all repair or replacement costs of such damaged items.”

B 1406 MEASUREMENT AND PAYMENT

Change the unit of measurement of Item 14.01(e) to “number” and renumber as follows:

Item	Unit
B14.01 (e) Ablution units	number (No.)

Add the following subitem to item 14.01:

Item	Unit
B14.01 (g) Kitchen units	number (No.)

The unit of measurement and payment shall be the authorized number of units erected, complete and in accordance with the specifications and drawings, together with all items as specified in Clause B1402.

The tendered rate shall include full compensation for the supply and erection of units, accessories, furniture, etc. as specified and for the proper maintenance, cleaning and provision of daily requirements.

Add the following subitem to Item 14.03:

Item	Unit
"B14.03 (a)(xvii) Uninterrupted power supply units	number (No.)

The unit of measurement and payment shall be the authorized number of units erected, complete and in accordance with the specifications and drawings, together with all items as specified in Clause B1402.

The tendered rate shall include full compensation for the supply and erection of units, accessories, furniture, etc. as specified and for the proper maintenance, cleaning and provision of daily requirements."

B6 SECTION 1500 : ACCOMMODATION OF TRAFFIC**B1501 SCOPE**

Add the following:

"It is a condition of this contract that traffic is accommodated in accordance with the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is Volume 2, Chapter 13 of the June 1999 edition. Copies of this publication are available from the South African National Roads Agency Limited, P.O. Box 415, Pretoria, 0001."

B 1502 GENERAL REQUIREMENTS**(a) Safety**

Add the following:

"The Contractor shall take all precautions necessary to programme and conduct his construction operations in such a manner that inconvenience and annoyance to public traffic, property owners and road users is kept to a minimum. The Contractor shall also ensure that safety requirements are strictly enforced at all times.

The Contractor shall be responsible for maintaining the existing road within the site of the Works in a safe and trafficable condition for the duration of the contract.

The Contractor, before starting work on any part of the site or at any position, shall submit to the Engineer his method statement and programme for accommodating traffic on that section."

(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."

(i) Traffic safety officer

Add the following to the second paragraph:

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

Replace subsubclauses (ii) and (iii) with the following:

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

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

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the engineer. Such changes shall include the recording of the position of flagmen and STOP/GO control men and their associated traffic accommodation equipment wherever used.

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the entire site of works twice each day before 09:30 and at 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the engineer such record sheets by midday of the next working day. The Traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit with this report to the engineer the daily labour returns of flagmen, STOP/GO and traffic signal control men employed.”

Add the following new subsubclauses:

- (ix) The Traffic Safety Officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hours a day and he shall be directly answerable to the Contractor’s Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 3 tons and shall be equipped with a high visibility rear panel in accordance with the requirements of Volume 2 Chapter 13 of the South African Road Traffic Signs Manual. The words “TRAFFIC CONTROL” shall be written on the high visibility panel in highly legible letters not less than 140mm high.

The Traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract.

The provision of the Traffic Safety Officer, the Traffic Safety vehicle, the driver and three labourers and the cost of the cellular telephone shall be deemed to be included in the rate tendered for Pay Item B15.01 : Accommodation of traffic and maintaining temporary deviations.

- (x) Ensure that all obstructions related to the contractor's activities be removed before nightfall where applicable and as instructed by the engineer and that the roads are safe for night traffic.
- (xi) Be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out and be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.
- (xii) In the event of an accident, record details of the accident in a written report, to a format agreed with the engineer accompanied by photographs and a neat sketch plan on which is shown identifiable permanent features, relevant dimensions and the position of all temporary traffic control facilities or other devices used for traffic accommodation."

Add the following new subclauses:

“(j) Overnight parking of plant

During non-working hours, all plant and traffic hazards shall be removed from the road and all signs no longer applicable to the situation shall be removed or effectively covered. No plant shall be left adjacent to the road during overnight parking. Plant which is impractical to be parked at the contractor's camp may be parked at the construction site, provided it is parked at least 5 m from the edge of the road surface.

(k) Use of reflective safety jackets

The Contractor shall ensure that all site personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or in proximity of the travelled way. The safety

jackets shall be of an approved Level 2 type, bright/fluorescent orange, red-orange or yellow in colour with retro-reflective strips as indicated in Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM), Figure 13.30 (Detail 13.30.2). Any person found not wearing a reflective safety jacket under these circumstances shall be removed from the site until such time as he/she is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

The provision of these safety jackets shall be deemed to be included in the rate tendered for item B15.01 : Accommodation of traffic and maintaining temporary deviations.

(l) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the traveling public, accommodation of traffic, and the provision of plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to impose penalties as follows:

- A fixed penalty of R5 000-00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.
- In addition a time-related penalty of R500-00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

(m)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.

(n) 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.

(o) 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.

B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

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

The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with the project specifications, the South African Road Traffic Signs Manual (SARTSM) and as shown on the drawings and remove them when no longer required. It shall be incumbent upon the contractor to ensure that the abovementioned traffic-control devices are present where required at all times and are functioning properly.≡

Replace the third paragraph with the following:

“The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the engineer shall not be departed from without prior approval of the engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

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

(b) Road signs and barricades

Add the following:

“The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to be moved often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10.”

(d) Channelization devices and barricades

Add the following:

“The use of drums as channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub clause 1503(d).

Delineators shall:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- (iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m² and ballasted by sandbags with sand;
- (v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only.”

(e) Warning devices

All construction vehicles utilized on site shall be equipped with visible rotating amber warning lights and these shall be operational at all times when travelling on site or when vehicles are stationary in construction areas. The contractor shall also provide the engineer's site personnel with warning lights for their vehicles (maximum of two (2) lights required). All construction vehicles shall clearly display an identification sign(s) with the legend "CONSTRUCTION VEHICLE" visible from the front and back of the vehicles.

No separate payment shall be made for the provision of warning lights or identification signs for construction vehicles and shall be deemed to be included in the tendered rate for Pay Item B15.01.

Add the following new subclauses:

(g) Maintenance

All temporary traffic control facilities shall be kept clean and maintained in good order at all times.

If the coefficient of retro-reflection of any of the Contractor's signs falls below 80% of the value given in Table 1 of CKS 191 - 1987 (observation angle 0,33 , entrance angle 5,0) for the grade and colour of the material used the sign shall be considered defective and shall either be rectified or removed and replaced.

(h) Sufficiency

The Contractor shall determine, from his proposed programme, the number of temporary traffic-control facilities required and shall not commence with any accommodation of traffic before sufficient traffic-control facilities have been delivered to the site.

The Contractor shall keep sufficient surplus barricades, signs and delineators on or around the site to allow for the replacement of damaged or missing items within a period of two (2) hours of the deficiency being discovered.

The Contractor shall allow in his tendered rates for the replacement of five (5) percent of the traffic-control facilities scheduled. This percentage is to allow for the replacement of traffic-control facilities which become unserviceable or damaged by public traffic or stolen and is beyond the Contractor's control and not the result of his actions or omissions during the period of accommodation of traffic on the site. The replacement of traffic control facilities over and above this five (5) percent of the scheduled items damaged by public traffic or stolen shall be payable at tendered rates."

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

Replace the second paragraph with the following:

"Where the existing road is repaired, resurfaced or reconstructed in half widths, the roadway width for accommodating one-way traffic shall be at least 4m wide. The length of the half-width construction shall not exceed 4 000 m."

B 1517 MEASUREMENT AND PAYMENT

Item	Unit
B15.01 Accommodating traffic and maintaining temporary deviations	kilometre (km)

Add the following:

“The unit of measurement and payment under Item 15.01 shall apply mutatis mutandis to Item B15.01.

The tendered rates for Item B15.01 shall however include full compensation for all flagmen as required and as shown or specified on the accommodation of traffic drawings in accordance with the requirements of the South African Road Traffic Signs Manual Volume 2 Chapter 13.”

Item	Unit
B15.03 Temporary traffic-control facilities	

Add the following:

“For the purposes of this Contract, it should be noted that measurement and payment for flagmen is included under Item B15.01.”

Amend the paragraph headed "**General**" to read:

"The tendered rates for the respective traffic-control facilities shall include full compensation for the supply and initial erection complete with posts, stakes, portable stands and sandbags as may be required, for clearing, for their maintenance and the replacement of items which have become unserviceable due to normal wear and tear, and their removal when no longer required. As stated in subclause B15.03(k), the Contractor shall allow in his tendered rates for the replacement of at least five (5) percent of the traffic-control facilities scheduled. This percentage is to allow for the replacement of traffic-control facilities which become unserviceable or damaged by public traffic or stolen and is beyond the Contractor's control and not the result of his actions or omissions during the period of accommodation of traffic on site. The replacement of traffic control facilities over and above this five (5) percent of the scheduled items damaged by public traffic or stolen shall be payable at tendered rates. 75% of the tariff will be payable when the items have been provided and erected in position for their first use on site and 25% when finally removed from the site.

The tendered rate for sub-item (h), delineators, shall also include full compensation for moving these signs laterally (as required or instructed by the engineer) as specified in Subclause B1503 (c) so as to widen the travelled way when work is not in progress on that part of the section that is closed, or vice versa.≡

Add the following new Item :

C3.48

“Item	Unit
B15.14 Penalty to be deducted for non-compliance with requirements for accommodation of traffic	
(a) Fixed penalty per occurrence	number (No.)
(b) Time related penalty per hour	hour (hr)

In subitem B15.14(a), a fixed penalty of R5 000-00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition in subitem B15.14(b), a time-related penalty of R500-00 per hour over and above the fixed penalty in sub-item B15.14(a) which shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within reasonable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the time in hours for re-instatement of the defects. Should the contractor fail to adhere to the instruction, the time-related penalty will be applied from the time the instruction was given.”

Add the following new clause:

B 1518 ADDITIONAL REQUIREMENTS

The following additional requirements shall apply:

- The contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.
- No section of the road shall be closed to traffic during the construction works and at least one lane in each direction shall be open to traffic at all times.
- The travelling public shall have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc. have been repaired to his satisfaction.

- The contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- The contractor shall submit proposals for each traffic accommodation in connection with directional signs to the engineer for approval.

B7 SECTION 1600: OVERHAUL

B 1602 DEFINITIONS

(a) Overhaul material

Add the following:

- (vii) Any material, irrespective of the type of material, which is removed from the existing pavement layers and spoiled at designated spoil sites, or is re-used in other parts of the works or to approved stockpiles or from stockpiles to any part of the works.

(b) Overhaul

Add the following:

Overhaul shall not be payable on materials transported from commercial sources.

B8 SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

(a) Clearing

Add the following:

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of roadside 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.

The payment for the clearing of concrete structures which cannot be cleared by means of a bulldozer as described under clause 1702(a), shall be made according to item B17.08.”

Add the following subclauses:

“(e) Existing roads

Where new construction work extends over existing roads, the existing road surface shall be ripped and removed if so directed by the engineer. The work as described above will be paid for under item B17.01.

(f) Removal of trees

Only trees identified and marked by the engineer shall be removed.”

B 1703 EXECUTION OF THE 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

(c) Disposal of material

Add the following:

“(i) Non toxic waste (trees, tree stumps, plain and reinforced concrete, rubble, etc.)

All surplus or unsuitable material (non-toxic waste) shall be disposed of at an approved dumping site. The local authority within whose boundaries the site is located, must approve such site, and the dumping must comply with all statutory and municipal regulations. Rates tendered shall include an unlimited free haul distance to the approved dumping site.

(ii) Toxic waste (bitumen products, etc.)

The contractor shall identify a approved toxic waste dumping site. Pay item B17.08 has been provided in the schedule of quantities to compensate the contractor for all costs associated with the removal and disposal of existing toxic waste, viz existing bitumen products.

Toxic waste generated by the contractor during construction shall be removed and disposed of by the contractor at his own cost. No pay item has been provided for this work. The cost thereof shall be deemed to be included in the contractor's tendered rates."

B 1704 MEASUREMENT AND PAYMENT

Add the following new Item:

Item	Unit
B17.08 Disposal of toxic waste including dumping site fees and an unlimited free-haul distance to an approved dumping site	cubic metre (m ³)

The unit of measurement shall be the cubic metre of in-situ material removed.

The tendered rate shall include full compensation for all excavation, demolition and for loading, transporting and disposal of the toxic waste, including dumping site fees and an unlimited free-haul distance to an approved dumping site.

B9 SECTION 1800: DAY WORK

Add the following new Section:

B 1801 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. No surcharge is applicable to the rates tendered under Section B1800 of the schedule of quantities.

B1802 ORDERING OF DAYWORK

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

B1802 **GENERAL**

The contractor shall submit records of the work performed in accordance with the requirements of Clause 6.5 "Day work" of the general conditions of contract to the engineer.

B1803 **MEASUREMENT AND PAYMENT**

Only work ordered by the Engineer to be carried out under dayworks shall be measured and paid for at the rates given in the daywork schedule.

The daywork rates submitted for labour shall cover overhead charges and profit, site supervision and administration staff, use of small hand tools and appliances, non-mechanical plant and equipment, consumable stores and site supervisors transport.

The daywork rates for vehicles, plant and equipment shall be all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles, plant and equipment nominated in writing by the engineer.

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."

Item	Unit
B18.01 Unskilled Labourers	
(a) Normal working hours	hour (hr)
(b) Overtime	hour (hr)
(c) Sundays and public holidays	hour (hr)

The unit of measurement shall be the hours worked by unskilled labourers.

The tendered rates shall include full compensation for all costs, for the use of tools and for financial charges of any description incurred by the contractor and his sub-contractor as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads and profit. Payment for a foreman will only be made when the foreman is in full time attendance of the day work.

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

B18.02 Semi-skilled Labourers

- | | |
|---------------------------------|-----------|
| (a) Normal working hours | hour (hr) |
| (b) Overtime | hour (hr) |
| (c) Sundays and public holidays | hour (hr) |

The unit of measurement shall be the hours worked by semi-skilled labourers.

The tendered rates shall include full compensation for all costs, for the use of tools and for financial charges of any description incurred by the contractor and his sub-contractor as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads and profit. Payment for a foreman will only be made when the foreman is in full time attendance of the day work.

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

B18.03 Skilled Labourers

- | | |
|---------------------------------|-----------|
| (a) Normal working hours | hour (hr) |
| (b) Overtime | hour (hr) |
| (c) Sundays and public holidays | hour (hr) |

The unit of measurement shall be the hours worked by skilled labourers.

The tendered rates shall include full compensation for all costs, for the use of tools and for financial charges of any description incurred by the contractor and his sub-contractor as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads and profit. Payment for a foreman will only be made when the foreman is in full time attendance of the day work.

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

B18.04 Foreman

- | | |
|---------------------------------|-----------|
| (a) Normal working hours | hour (hr) |
| (b) Overtime | hour (hr) |
| (c) Sundays and public holidays | hour (hr) |

The unit of measurement shall be the hours worked by foreman.

The tendered rates shall include full compensation for all costs, for the use of tools and for financial charges of any description incurred by the contractor and his sub-contractor as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads and profit. Payment for a foreman will only be made when the foreman is in full time attendance of the day work.

Item	Unit
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B18.05 Hire of construction equipment (as specified in the schedule)hour (hr)

The unit of measurement shall be the number of hours the equipment has been used on the designated work. Standing time will not be measured for payment.

The tendered rates shall include full compensation for furnishing and using the equipment, including the cost of the operator, fuel, ground engaging tools, supervision, maintenance and for all other incidentals necessary to carry out the work.

B10 SECTION 2100: DRAINS**B2104 SUBSOIL DRAINAGE****(a) Materials****(i) Pipes**

Pipes for subsoil drainage can be of internal diameter less than 100 mm, when used in composite in-plane (geocomposite) drainage systems.

High-density polyethylene (HDPE) drainage pipes with lattice wall construction.

(ii) Synthetic-fibre filter fabric (Geotextile)

The geotextile shall be manufactured for civil engineering purposes by a manufacturer recognised by the Geosynthetic Interest Group of South Africa (GIGSA). It shall be manufactured from any suitable synthetic polymer, excepting polyamide, into a homogeneous sheet exhibiting uniform properties. These properties shall not be subject to a degradation of more than 10 % during the design life of the structure by the chemicals and organisms encountered in normal soils. Immersion in fresh or sea water during its design life shall not alter the specified qualities of the geotextile.

When used for filtration, drainage or separation the filter properties of the geotextile/soil interface shall not develop a permeability lower than that of the surrounding soil during the design life of the structure. The geotextile shall have an initial permeability not less than ten times the permeability of the surrounding soil which property the fabric shall maintain for the design life of the structure.

In order to ensure that the geotextile performs properly and survives the construction process, the grade of the geotextile to be used shall be specified according to the minimum index strength properties corresponding to the severity of the installation as given by the mechanical properties in tables 2104/1 and 2104/2.

TABLE 2104/1: CONSTRUCTION SURVIVABILITY-STRENGTH REQUIREMENTS

PROPERTY	UNITS	GRADE					TEST METHOD
		1	2	3	4	5	
Trapezoidal tear	N	225	275	325	425	525	ASTM D4533-85
CBR	kN	1.5	2.0	2.5	3.0	4.0	SABS 0221-88
Dart test	mm	28	24	20	16	14	TRH 15 TEST METHOD B2
Tensile strength	kN/m	9	11	13	19	25	SABS 0221-88

Numerical values represent the **minimum** average values (in the weaker principle direction), except for the dart test where the numerical value represent the **maximum** allowable diameter of hole made by the falling dart.

Geotextile acceptance shall be based on the specified test methods.

TABLE 2104/2 : INSTALLATION CONDITIONS RELATING TO GRADE OF GEOTEXTILE

INSTALLATION CONDITION	GRADE				
	1	2	3	4	5
Trench less than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with moderate degree of compaction.*	•				
Trench less than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with high degree of compaction.*		•			
Trench greater than 2.0 deep with smooth sides and rounded drainage stone, with moderate degree of compaction.			•		
Trench greater than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with high degree of compaction.*				•	
Erosion protection with stone hand-packed directly onto geotextile (gabions and mattresses).			•		
Erosion protection with rock less than 100 kg placed on geotextile protected by 150-300 mm sand, or “zero drop height” (dumped or packed riprap).				•	
Erosion protection with rock heavier than 100 kg placed on geotextile protected by 150-300 mm sand, or “zero drop height” (dumped or packed riprap).					•

* The geotextile under this installation condition shall exhibit an elongation characteristic of not less than 20% in both directions.

The engineer shall assess the severity of the installation and/or confirm the grade of geotextile to be used in each case.

In certain applications the following minimum hydraulic properties will apply or as decided by the engineer.

TABLE 2104/3 : HYDRAULIC PROPERTIES

PROPERTY	UNIT	GRADE					TEST METHOD
		1	2	3	4	5	
Normal through flow @ 100 mm head	l/m ² /s	20	20	20	20	20	SABS 0221-88
Planar through flow under a confining pressure of 100 kPa	l/m/h	10	14	19	26	34	ASTM D4716-87

The contractor shall submit a sample 1,0 m x full roll width as well as commercial literature showing the flow curves of each grade of geotextile he proposes to use. Before bringing the material onto site the contractor shall obtain the approval of the engineer for the make and grade of material to be used. The engineer may, at any time, require random samples of the material used on site to be tested from time to time. Products found to vary markedly from the specified norms may be rejected and replaced at the contractor's cost.

(iv) Composite in-plane drainage fabric (for geocomposite drain)

The geocomposite drain shall, excluding the pipe, consists of a synthetic drain core sandwiched between two layers of geotextile. The geotextile shall allow the free passage of water, but not the soil particles, and the thicker drain core shall permit the water to move in the plan of the composite with virtually no head loss.

The geotextile shall comply with the requirements of Subclause (iii) above.

The drain core shall be manufactured from any suitable synthetic polymer. It shall not be subject to degradation by the chemicals and organisms encountered in normal soils. Immersion in fresh or sea water during its design life shall not significantly alter the specified properties of the material.

The thickness of the drain core shall not be reduced by more than 30 % under a confining pressure of 100 kPa.

The geotextile jacket shall not reduce the flow capacity of the geocomposite drain by more than 50 % under a confining pressure of 100 kPA.

Crushed stone

The crushed stone used for subsurface drains shall be clean, hard, durable, crushed stone from approved sources. The aggregate crushing value of the stone shall not exceed 30 when tested in accordance with method B1 of TMH1.

The crushed stone shall conform to the following grading:

GRADE	SIEVE SIZE (mm)	PERCENTAGE PASSING BY MASS
Course grade	26,5	100
	13,2	60 – 85
	6,70	15 min
	2,36	15 max

The aggregate shall be evenly graded between the coarse and fine fractions with no excessive discontinuities.

B2107 MEASUREMENT AND PAYMENT

Add the following new items:

Item	Unit
B21.08 (e) HDPE flexible pipe	metre (m)

Measurement and payment shall be as specified for item 21.08(e) in the standard specifications.

Item	Unit
B21.20 Subsoil drainage markers	Number (No)

Measurement and payment shall be as specified for item 22.24 in the standard specifications.”

'Item	Unit
B21.21 Extra over item 21.16 for cement-treated soil backfill	cubic metre (m ³)

The unit of measurement shall be the cubic metre of excavation backfilled with cement –treated soil, measured as specified for item 21.16.

The tendered rate shall include full compensation for the additional cost of providing and mixing in cement (Cem II 32,5 @ 5%) in the backfill material.

B11 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”.

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

B.2210(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 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.”

B12 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.”

In addition to all the requirements for borrow pits, the contractor shall take cognizance of and implement any requirements in the Environmental Management Plan relating to borrow pits

(b) Use of borrow materials

Add the following to the second paragraph of this subclause:

“Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor’s responsibility and entirely at his own expenses.”

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS**(c) Excess overburden**

Add the following:

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

(f) Protecting borrow pits

Add the following:

"It is a requirement of the contract that, where-ever required by the landowner, borrow pits shall be provided with temporary fencing around the perimeters of the borrow areas. The temporary fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified, be dismantled and removed and discarded as decided upon by the contractor. Payment for temporary fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

Add the following new subclause:

“(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor’s own cost to the satisfaction of the engineer."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

"Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and payment for such extra work shall be made using daywork items as scheduled under this section."

The contractor shall provide detailed proof of payment before payment shall

be certified to the contractor.

B13 SECTION 3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS

B3201 SCOPE

Add the following after the first paragraph:

For safety reasons, all material for the construction of layerworks, dumped in heaps next to the road surface where traffic is accommodated, shall be flattened on the same day. Payment for this activity shall be deemed to be included in the relevant tendered rates under sections 3300, 3400 and 3600.

B3204 BREAKING-DOWN THE MATERIAL

(a) Initial breaking-down of the material in cuttings, borrow pits and existing pavement layers

Add the following to the table in the second paragraph of this subclause:

"Pioneer layers - 500mm maximum dimension

(b) Further breaking-down of pavement material

Add the following:

"Material used for the construction of selected, and wearing course layers shall be broken down by means of normal grid-rolling or additional normal grid-rolling to such an extent that the compacted pavement layer shall contain material of which 95% of the aggregate size shall not exceed 65mm. All oversize material, after breaking-down, shall be removed".

B3209 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES IN EXCESS OF 200mm AFTER COMPACTION

Add the following new subclauses:

(c) Pioneer layer

"The maximum size rock used in pioneer layers shall be 500mm and the layer thickness before compaction shall not be more than one-and-a-half times the maximum actual size of the rock. Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve. Pioneer layer processing and compaction shall be as specified in subclause 3307(c) of the standard specifications".

"(d) Joints

Joints between adjacent portions of the same layer, be it as a result of half-width construction or longitudinal joints between individual work areas, shall not correspond with the joint in the layer below and shall be offset a minimum of 150mm. During the placement of material adjacent to a joint, the existing material shall be cut back sufficiently to ensure tie-in with sound compacted material.

At permanent tie-ins at the start and end of the newly constructed section of the base, as well as tie-ins required at structures and intersections, the existing pavement materials shall be removed to sufficient depth to allow for the construction of the new subbase and base layers.”

B 3212 MEASUREMENT AND PAYMENT

In the fifth line of the first paragraph after the words "given in this section", insert the words "including the forming of all joints as specified".

B14 SECTION 3300: MASS EARTHWORKS**B 3302 MATERIALS****(a) Roadbed and cut**

Add the following:

“The CBR of the upper 150mm of the roadbed shall be not less than 10 at 93% of modified AASHTO density and the CBR of the lower 150mm layer shall not be less than 7 at 93% of modified AASHTO density. If this is not attainable the material shall be deemed as unsuitable and treated in accordance with subsection 3305(a) Removing unsuitable material.”

(b) Fill

Add the following to paragraph (ii):

“The top 150mm of the fill shall have a CBR not less than 10 at 93% of modified AASHTO density while the lower 150mm layer shall have a CBR of not less than 7 at 93% of modified AASHTO density.”

(iii) Compaction requirements, minimum in-situ dry density

Add the following after the first paragraph:

All fills shall be compacted to 93% of modified AASHTO density unless otherwise specified by the engineer.≡

Add the following to paragraph (iv):

AThe maximum swell at 100% Mod ASSHTO density compaction shall not be more than 2%.”

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".

(b) 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."

B 3312 MEASUREMENT AND PAYMENT**General Directions**

- (3) Work in Restricted areas

Add the following:

“Widening of existing fills as specified in sub-clause 3307(i) shall not be classified as restricted in terms of this sub-clause and no additional payment over and above payment under items 33.15 and 33.18 shall be considered in this regard.

B16 SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIALS**B 3401 SCOPE**

Add the following paragraphs:

This section also covers the construction of subbase layers from designated borrow pit by the contractor for the construction of the layers.

The source of the material to be used on the layers is located in Moshawane or Logageng village approximately 10 km from the construction works.

B3402 MATERIALS**(a) General****(i) Selected layer**

Materials for the selected layer shall be obtained from an approved borrow pit and comply with the following:

- (1) Selected layer:

- Minimum CBR at specified density 20
- Maximum plasticity index 3GM + 10
- Minimum grading modulus 0,75

(ii) Subbase layers

The subbase layers shall be constructed from material obtained from an approved borrow pit material source. Subbase layer shall be unstabilized. Stabilisation shall be as directed by the engineer.

Materials used in the subbase layers shall comply with the following requirements:

- (1) Subbase layer:

- Minimum grading modulus 1,50
C3.68

- Maximum size of aggregate 63 mm

(iii) Base layer

The subbase layers shall be constructed from material obtained from an approved borrow pit material source. Subbase layer shall be stabilized. Stabilisation shall be as directed by the engineer.

Materials used in the base layers shall comply with the following requirements prior to the addition of the stabilizing agent:

- (1) Base layer:
 - Minimum grading modulus 1,50
 - Maximum size of aggregate 63 mm

Materials used in the base layers shall comply with the following requirements after the addition of the stabilizing agent:

- (2) Base:
 - Minimum UCS at specified density 1 500 kPa
 - Maximum plasticity index 6

(iv) Gravel shoulders and gravel wearing course

Gravel shoulders and gravel wearing course shall be constructed from material imported from an approved borrow pit. The gravel shoulders and the gravel wearing course shall be unstabilized.

Materials for shoulders and gravel wearing course shall comply with the following:

- Oversize index < 5%
- Shrinkage product (LS x % < 0,425 mm) 100 – 365
- Grading co-efficient (% < 26,5 mm - % < 2,0 mm) x % < 4,75 mm/10016 – 34
- CBR at 93% of modified AASHTO density > 15

Compaction requirements

The minimum in-situ dry density required for the various layers, in terms of modified AASHTO density, are as follows:

- selected subgrade 93%
- subbase 95%
- Base 97%
- Shoulders 93%

-
- Gravel wearing course 93%

B3405 CONSTRUCTION TOLERANCES**(a) Level**

Add the following paragraph:

“The spacing of level control poles for the construction of layerworks shall not exceed ten meters in the longitudinal direction unless otherwise authorized by the engineer”.

B3406 ROUTINE INSPECTION AND TESTS

Statistical control on layer thickness, compaction and stabiliser content will be applied in accordance with Section 8300 Quality Control (Scheme 2).

B17 SECTION 3500: STABILIZATION**B3502 MATERIALS**

The actual application rate of the stabilization agent used in any specific material or the engineer shall determine layer.

All references to “Ordinary Portland Cement” shall be replaced with “Portland composite cement (CEM II 32,5)”.

(f) Application rate

The nominal application rate of chemical stabilizing agents for tender purposes shall be 80 kg/m³

B3503 CHEMICAL STABILIZATION**(i) Construction limitations**

In table 3503/1, delete “8 hours” for ordinary Portland cement and cement blends and replace with “6 hours”.

B3506 TOLERANCES**(b) Uniformity of mix (chemical stabilization)**

Add the following:

“The method described under 3506(b)(ii) shall be applicable to this contract.”

B3507 ROUTINE INSPECTION AND TESTS

Statistical control as per Section 8300 (Scheme 2) will apply.

Add the following sub-clause:

(j) Rejection of stabilized layers

Where newly constructed layers have been stabilized and have been rejected, the following shall apply:

- (i) if rejected within seven (7) days of construction – 50% stabilizing agent shall be added and the layer reworked.
- (ii) if rejected more than seven (7) days of construction – the material shall be removed and replaced and the layer reworked with 100% stabilizing agent.

B 13. SECTION 4200 : ASPHALT BASE AND SURFACING**B4213 : CONSTRUCTION TOLERANCES AND FINISH REQUIREMENTS****e) Voids**

Add the following :

The actual air voids may not deviate by more than 1 percentage point from the air voids in the approved working mix.

B4215 : MEASUREMENT AND PAYMENT

Item	Unit
B42.21 Continuously-graded asphalt for correction work and for joining to existing surfaces (thickness varies) using 80/100 penetration- grade bitumen and medium aggregate	ton (t)

The unit of measurement shall be the ton of asphalt constructed as specified and measured according to certified weighbridge tickets issued in regard to the mix used.

The tendered rate shall include full compensation for procuring, furnishing, heating, mixing, placing and compacting all materials as specified, cutting existing surfacing vertically with a mechanical saw for the full depth of the surfacing, removing and disposing of the debris, process-control tests, and protecting and maintaining the work as specified.

B18 SECTION 4300: SEALS: MATERIALS AND GENERAL REQUIREMENTS**B 4302 MATERIALS****(a) Bituminous binders**

Add the following:

The bitumen used in the double seal shall be 80/100-penetration grade bitumen.

(b) Aggregates**(i) Aggregate for seals**

Add the following:

The aggregate used to construct the double seal shall be 13,2 mm and 6,7 mm nominal sizes (Grade 1).

(3) Shape

Add the following:

“The average least dimension (ALD) of the 13,2mm nominal size aggregate shall not be less than 8,2mm when tested according to TMH1 methods.”

(d) Hydrophilic aggregates

Add the following:

(v) Pre-coating the aggregate used in seals

All aggregates used in seals shall be pre-coated at a rate of approximately 18 litre/m³ with Petrosote or an equivalent agent approved by the engineer.

Where pre-coated aggregate is stored and there is a possibility that the covering material may be washed off during rainy weather, the stockpile shall be covered with canvas or similar material. The aggregate shall be dry when spread on the road.

Where pre-coated aggregate is stored and there is a possibility that the covering material may be washed off during rainy weather, the stockpile shall be covered with canvas or similar material. The aggregate shall be dry when spread on the road.

B 4303 **PLANT AND EQUIPMENT****(a) General**

Add the following:

“Apart from the specified capacity and condition of plant used for sealwork, the operators and attendants of binder distributors and chip spreaders shall prove their abilities to the engineer to apply the binder and sealwork aggregate within the specified tolerances for application rates, widths of application and making good of all seemingly minor defects which may occur during sealwork operations. Able operators and attendants shall be kept in service throughout the construction period and shall not be rotated with reserve staff who might not be familiar with the equipment or final product requirements.

The engineer will instruct the removal of incompetent staff from site if satisfactory performance is not achieved and maintained.”

(b) Binder distributor

Add the following:

“The spraybar of the distributor shall be fitted with fishplates at the outside edge of the bar to prevent overspraying onto gravel shoulders or staining of concrete elements on the edge of the surfacing of the road. If instructed by the engineer, the outside nozzles of the spraybar shall be turned to a 45 degree angle to achieve a thickened edge of binder along the outside limits of the reseal area.

A calibration certificate, not older than 3 months, for the binder distributor shall be presented to the engineer in order to ensure accurate application rates.

The binder distributor shall be fitted with a suitable valve or other access gate for taking of samples of the binder for testing purposes.”

(c) Chip spreaders

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

“At least two chip spreaders shall be provided.

All chip spreaders for use in sealwork operations shall be self-propelled.”

(d) Rollers

(iv) Additional requirements

Add the following:

There shall always be at least two (2) pneumatic tyre rollers (27 ton) on the sealwork. The rollers shall be approved by the engineer.

B 4307 CONSTRUCTION OF SEAL

(b) Single and double aggregate seals

(i) Application of tack coat and aggregate

Add the following:

Immediately before the tack coat or the bituminous binder is applied, the centre line of the road shall be demarcated with a clearly visible weatherable fibre rope pegged down with nails driven into the existing surface 15 m apart on straight sections, or 3 m apart on curves. The rope shall be removed upon completion of the seal.

B4308 RATES OF APPLICATION

Add the following:

“The minimum amount of bitumen to be brought onto site in a binder distributor for the purpose of applying a tack coat or penetration layer shall be 4000 litres. This quantity is also a lot for acceptance control purposes for any specific binder type applied per specific layer. Reduced payment for conditional acceptance: The engineer at his sole discretion may accept work conditionally and allow the following reduced payments for actual spray rates outside the specified tolerance. In such cases no adjustment in respect of variation from the ordered rate is to be made:

For Bitumen/Modified Bitumen/ Emulsion ℓ/m^2 cold net bitumen from specified spray rates	For Bitumen Rubber % Deviation in ℓ/m^2 hot bitumen-rubber from specified spray rates	% Payment of Tendered Rate
$\pm 0,05$	$\pm 5\%$	100%
$\pm 0,06$	$\pm 6\%$	97,5%
$\pm 0,07$	$\pm 7\%$	95%
$\pm 0,08$	$\pm 8\%$	90%
$\pm 0,09$	$\pm 9\%$	85%
$\pm 0,10$	$\pm 10\%$	80%

Note: Bitumen-rubber is measured and paid hot – any other binders are measured hot but paid cold net bitumen.

The variation in the application rate of binder between two adjacent strips of $\pm 100\text{mm}$ wide, shall not exceed 5% except for the two outer strips of $\pm$

300mm at the end of the bar. The co-efficient of variation calculated for all the strips shall not exceed 12%. Testing for this requirement shall be executed in terms of the Modified tray-test as per TRH 3.'

B19 SECTION 4500: DOUBLE SEALS

B4501 SCOPE

Add the following:

"The seal shall be a double seal consisting of a 13,2 mm and 6,7 mm nominal size aggregates (Grade 1). The tack coat and the second application shall be a 80/100 penetration grade bitumen."

B4503 CONSTRUCTION

(d) Second application of bituminous binder and aggregate

The second application of bituminous binder and aggregate shall follow immediately after the first application. The sealed section of road shall not be opened to traffic in the period between the first and second applications.

(f) Precoating of aggregate

Add the following:

"All chippings used in the construction of double seal shall be precoated with "Petrosote" or similar approved fluid. The precoating shall be executed as described in clause 4302(d) of the standard specifications. Precoating of aggregate shall be undertaken a minimum of four days ahead of sealing operations to allow the aggregates to dry out properly before application. No free precoating fluid shall be observed when the aggregate is inspected by hand."

B20 SECTION 5200: GABIONS

B5201 SCOPE

Add the following paragraph

"This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the engineer."

B5203 CONSTRUCTION OF GABION CAGES**(a) General**

Add the following new sub-clause:

- “(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204 CONSTRUCTING GABIONS**(c) Assembly**

Delete and substitute with:

(c) Assembly, erection and stretching**(i) Assembly**

“Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled.”

(d) Rock filling

Add the following new sub-sub-clause:

(iii) General

“Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling.”

Add the following new sub-clauses:

(e) Final wiring

“Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures.”

(f) Removal, dismantling and stacking of gabions

“Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer’s instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions.

B21 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.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.”

(a) (ii) Steel profile road signboards

Add the following:

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

“(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification.”

B5605 STORAGE AND HANDLING

Add the following:

“The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS**(c) Erection**

Add the following:

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

B22 SECTION 5700: ROAD MARKINGS**B5701 SCOPE**

Road marking plans shall be issued during construction

B 5707 APPLYING THE PAINT

(c) Replace the last paragraph with the following:

"Permanent road marking work as specified by the engineer shall be carried out within 14 days of opening the road full width to traffic after the completion of the double seal surfacing."

Add the following:

"B5715 ESTABLISHMENT OF PAINTING UNIT

Allowance is made in the schedule of quantities for the re-establishment of the painting unit at designated intervals during the contract period. The engineer will instruct the re-establishing of the painting unit as required."

B5714 MEASUREMENT AND PAYMENT

Add the following new items

"Item	Unit
B57.10 Re-establishing the painting unit at intervals during the contract period	number (No)

The unit of measurement shall be the number of times the painting unit is re-established on site during the contract period. The tendered rate shall include full compensation for all items as specified.

The tendered rate shall include full compensation for the re-establishment on the site and for later removing all special equipment, personnel, etc. as may be required for painting the road-traffic markings. The contractor will be paid at tendered rates for painting the road-traffic markings."

**B23 SECTION 5900 : FINISHING THE ROAD AND ROAD RESERVE AND
TREATING OLD ROADS**

B 5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from surfacing and other roadworks activities. Excess aggregate or asphalt broomed from the road surface shall not be discarded onto the side-slopes of the road formation. These aggregates, together with all other 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 incorporated in the tendered rates for item 59.01 of the Schedule of Quantities.”

PROJECT SPECIFICATIONS**PART C PROVISION OF THE TEMPORARY WORKFORCE****CONTENTS**

- C 01 SCOPE
- C 02 INTERPRETATIONS
- C 03 PERMITTED SOURCES OF TEMPORARY WORKERS
- C 04 EMPLOYMENT RECORDS TO BE PROVIDED
- C 05 VARIATIONS IN WORKER PRODUCTION RATES
- C 06 TRAINING OF THE TEMPORARY WORKFORCE
- C 07 RECRUITMENT AND SELECTION PROCEDURES
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TEMPORARY WORKFORCE
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- C 10 THE SUBCONTRACTORS' WORKFORCES
- C 11 MEASUREMENT AND PAYMENT

C 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C 02 INTERPRETATIONS**C 02.01 Supporting documents**

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation

- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract
- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the

commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C 06 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C 07 RECRUITMENT AND SELECTION PROCEDURES

C 07.01 The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

C 07.02 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

- C 07.03** The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.
- C 07.04** The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:
- (a) Name, address, age and sex
 - (b) Marital status and number of dependants
 - (c) Qualifications and previous work experience (whether substantiated or not)
 - (d) Period since last economically active
 - (e) Preference for type of work or task.
- C 07.05** The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:
- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
 - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
 - (b) Preference shall be given to the unemployed and single heads of households.
 - (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
 - (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.
- C 07.06** After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.
- C 07.07** The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.
- C 07.08** The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C 08.01 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

C 08.02 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration as specified in Form P : Appendix to Tender.

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C 09.01 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

C 09.02 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C 09.03 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C 09.04 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C 10 THE SUBCONTRACTORS' WORKFORCES

C 10.01 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C 10.02 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C 11 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Project Liaison Officer (PLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

C 11.01 Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07h00 and 10h00 and at other times as the need arises. His normal working day will extend from 07h00 in the morning until 16h00 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 in a format prescribed by the engineer.

C 11.02 Payment for the project liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the PLO shall be determined jointly by the contractor, engineer and employer.

C 11.03 Period of employment of the project liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

C 12 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for as relevant, be deemed to be included in the rates tendered for in Section 1300 of the Bill of Quantities.

Item	Unit
C12.01 Project Liaison	
(a) Project Liaison Officer(s)	Prime cost (PC) sum
(b) Project Liaison Committee	Prime cost (PC) sum
(c) Contractor's charge to allow for handling costs and profit in respect of subitem C12.01(a) and (b)	percentage (%)
Payment under the Prime cost (PC) sum provided in subitem C12.01(a) and (b) to cover the employment and remuneration of the Project Liaison Officer(s) and the attendant members of the Project Liaison Committee established by the Contractor, shall be effected in accordance with the provisions of Clause 45.2 of the General Conditions of Contract.	
The tendered percentage in subitem C12.01(c) is the percentage of the amount actually spent under subitem C12.01(a) and (b) that will be paid to the contractor in full compensation for the contractor's handling costs and profit in respect of the employment and remuneration of the Liaison Officer(s) and Liaison Committee.	

PROJECT SPECIFICATIONS**PART D: PROVISION OF STRUCTURED TRAINING****CONTENTS**

D 01	SCOPE
D 02	INTERPRETATIONS
D 03	ENGINEERING SKILLS TRAINING
D 04	GENERIC TRAINING
D 05	ENTREPRENEURIAL SKILLS TRAINING
D 06	MEASUREMENT AND PAYMENT

D 01 SCOPE

This specification covers the requirements for the provision of the following training:

- (a) Specified structured training to selected members of the workforce and small, medium and micro enterprises (SMME's) by a selected subcontractor as accepted by the Employer in terms of Clause 9 of the General Conditions of Contract.
- (b) Additional training deemed necessary by the Contractor, to members of the workforce and small, medium and micro enterprises (SMME's).

D 02 INTERPRETATIONS**D 02.1 Supporting documents**

The tender rules, conditions of contract, standard, supplementary and specific specifications and project specifications and drawings shall *inter alia* be read in conjunction with this specification.

D 02.2 Application

The provisions of this specification shall apply in respect of all workers and small, medium and micro enterprises other than the Contractor's key personnel, who are engaged on the execution of the works.

D 03 ENGINEERING SKILLS TRAINING

D 03.1 The Contractor shall, from the commencement of the contract, implement a structured training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor, in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, small, medium and micro enterprises engaged thereon, in a programmed and progressive manner. Selected workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

D 03.2 The skills training programme to be implemented by the selected subcontractor shall comply with the following minimum standards:

- (a) Be accredited by the Civil Engineering Training Authority (CETA) or other institutions recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.

D 03.3 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- (a) The name of the accredited training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Details of such additional skills training shall be attached to Form H of the forms to be completed by the Tenderer.

D 03.4 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional skills training programme, including the following:

- (a) Sufficient skilled, competent and accredited trainers to deliver the additional training programme to workers in accordance with the training programme
- (b) A suitably furnished venue
- (c) Transport of the workers as required
- (d) Tools, equipment, and teaching aids
- (e) Stationery and all other necessary materials.

D 03.5 Selection of candidates

- (a) Members of the workforce will be selected by the Engineer, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Engineer.
- (b) The following will be taken into account in the selection of the workers to receive the specified training:
 - i. Previous experience (if any)
 - ii. Previous courses completed (if any)
 - iii. Module specific requirements.

D 03.6 Duration of training

- (a) The Contractor shall allow in his programme for the selected members of the workforce to be engaged in the specified training modules.
- (b) Provision must also be made by the Contractor for members of the workforce to receive any additional training as provided for by the Contractor.

D 03.7 All specified skills-related training shall take place only during normal working hours and the Contractor shall ensure that the selected workers are available at the appropriate times to undergo such training.

D 03.08 Both the selected subcontractor's and the Contractor's additional training programme shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content to suit changing conditions on site and all changes in the Contractor's programme of work.

D 03.09 The Contractor shall keep comprehensive records of the training given to each worker involved in training as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer.

D 03.10 Workers shall be remunerated in respect of all time spent undergoing the specified training in terms of Clause D03.02, at the minimum specified wage rate for the area of the Works as indicated in Form P: Appendix to Tender.

D 03.11 Use of workers

The Contractor shall, in so far as it is reasonably feasible take due cognisance of the nature of the works to be executed at any given time, and use trained workers on those aspects of the works for which they have been trained.

D 04 GENERIC TRAINING

D 04.01 The Contractor shall, from the commencement of the contract, implement a structured progressive training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor. Selected workers shall be trained progressively throughout the duration of the contract.

D 04.02 The generic training programme is to be implemented by a training subcontractor to be nominated by the Engineer, upon the instruction of the Employer.

D 04.03 The Contractor shall provide with his tender, full details of any additional recognised and in-house training viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilized.

Details of such additional generic training shall be attached to Form H of the forms to be completed by the Tenderer.

D 04.04 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional generic training programme, including the following:

- (a) A suitably furnished venue
- (b) Transport of the workers as required
- (c) Tools, equipment, and teaching aids
- (d) Stationery and all other necessary materials.

D 04.05 All generic training shall take place outside of normal working hours.

D 04.06 The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.

D 04.07 The Contractor shall keep comprehensive records of the training given to each worker involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course provided by the Contractor each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

D 04.08 No remuneration in respect of time spent undergoing training in terms of this Clause will be made to any of the workers.

D 05 ENTREPRENEURIAL SKILLS TRAINING

D 05.01 Training needs assessments of the Contractor and his sub-contractors will be undertaken during the course of the Contract by a sub-contractor to be nominated by the Engineer, on the instruction of the Employer. The training needs assessments shall have as their focus contractor development, and shall identify needs for business development, business management and technical construction management skills. Such training needs may be identified in personnel both in the permanent employ of the Contractor and/or his sub-contractors, as well as temporary employees thereof.

D 05.02 Once the needs assessments have been completed, training to meet the needs identified in the assessment phase will be provided, again by a sub-contractor to be nominated by the Engineer, upon the instruction of the Employer.

D 05.03 The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating personnel and subcontractors regarding attendance and participation therein.

D 05.04 The Contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

D 05.05 Following completion of the structured training, members of small, medium and micro contractors/subcontractors that have demonstrated understanding of and competence in the training material are to be appropriately certified by the accrediting body.

- D 05.06** The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:
- (a) The name of the training institution and programme
 - (b) The various aspects of each type of training comprised in the programme
 - (c) The manner in which the training is to be delivered
 - (d) The numbers and details of the trainers to be utilized.

Details of such additional entrepreneurial training shall be attached to Form H of the forms to be completed by the Tenderer.

- D 05.07** The Contractor shall be responsible for the provision of the necessary items for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue
- (b) Transport of the subcontractors as required
- (c) Tools, equipment, and teaching aids
- (d) Stationery and all other necessary materials.

- D 05.08** All specified entrepreneurial training shall take place within normal working hours.

- D 05.09** The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.

- D 05.10** The Contractor shall keep comprehensive records of all training given to personnel and subcontractors involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

- D 05.11** No remuneration in respect of time spent undergoing specified training in terms of this Clause will be made to any of the subcontractors.

D 06 MEASUREMENT AND PAYMENT

D 06.01 Basic principles

(a) General

Measurement and payment for all work executed in terms of this contract shall be measured and paid for in accordance with Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO) and the principles set out in Clause D 06.02 of the project specifications, irrespective of whether the work is executed as an integral part of the provision of training in terms of this specification.

(b) Training

The Contractor shall only be reimbursed for the amounts actually paid by the Contractor to the selected subcontractors appointed as directed by the Employer, in execution of the Engineer's written instruction, plus a percentage as tendered to cover all his charges and profits.

D 06.02 Scheduled items

Payment items are included in the Schedule of Quantities under Section 1200 for the provision of the specified training by selected subcontractors only. Any additional training as viewed by the Contractor to be necessary shall be viewed to be included under Section 1300 and shall not be paid for separately.

Terms of Payment

Payment under this Contract shall be on the following basis:

- a) 90% (ninety percent) of the contract price after written acceptance by the Engineer of delivery of goods.
- b) 10% (ten percent) of the contract plus or minus any adjustment due under the Contract at the expiry of the Period of Upholding of six months from the certified date.

Item**Unit****D 07.01 Training:**

- | | |
|---|-----------------|
| (a) Technical skills | Provisional Sum |
| (b) Generic and Management skills | Provisional Sum |
| (c) Training venue | lump sum |
| (d) Remuneration of workers undergoing technical skills training | Provisional Sum |
| (e) Contractor's handling costs, profit and all other charges in respect of Sub items D 07.01(a) and (b): | |
| (i) Technical skills | percentage (%) |
| (ii) Generic and Management skills | percentage (%) |

Payment under sub items D 07.01(a) and (b) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the General Conditions of Contract.

The lump sum tendered for sub item D 07.01 (c) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationery, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the Contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the Contractor has met all his obligations regarding the provision of all the training programmes specified in the document.

Payment under sub item D 07.01 (d) shall be the actual sum paid to workers undergoing technical skills training. The Contractor will not be reimbursed directly for his administrative costs, which will be deemed to be included in the rates tendered for item B13.01.

The percentages tendered for sub item D 07.01 (e) shall be the percentages of the amounts actually reimbursed to the Contractor under sub items D 07.01 (a) and (b) and shall be in full and final compensation in respect of the Contractor's handling costs, profit, mentoring, record keeping, reporting and all other charges in connection with providing the services."

PROJECT SPECIFICATIONS**PART E : HEALTH AND SAFETY SPECIFICATION****CONTENTS**

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- E 02 INTERPRETATIONS
- E 03 FALL PROTECTION
- E 04 STRUCTURES
- E 05 FORMWORK AND SUPPORT WORK
- E 06 EXCAVATION WORK
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- E 21 CONSTRUCTION WELFARE FACILITIES
- E 22 MEASUREMENT AND PAYMENT

E 01 SCOPE

This specification covers the requirements, notwithstanding the provisions of all other appropriate legislation and regulations in this regard, for ensuring the continued health and safety of all personnel having access to the construction site, and in ensuring that persons not having such access may not enter the site for the duration of all construction works undertaken on the site.

E 02 INTERPRETATIONS**E 02.01 Supporting documents**

The tender rules, conditions of contract, standard, supplementary and specific specifications and project specifications and drawings shall *inter alia* be read in conjunction with this specification, together with the Occupational Health and Safety Amendment Act (Act 85 of 1993) and the Construction Regulations issued in pursuance of this Act in Government Gazette no. 25207 dated 18 July 2003.

E 02.02 Application

The provisions of this specification shall apply in respect of all Contractors appointed by the Employer for work on the site, as well as to all sub-contractors appointed by Contractors, their personnel and assigned agents expected to work on the site.

E 03 FALL PROTECTION

E 03.1 The complete contents of Paragraph 8, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 04 STRUCTURES

E 04.1 The complete contents of Paragraphs 9(1) and 9(3), and all of their sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 05 FORMWORK AND SUPPORT WORK

E 05.1 The complete contents of Paragraph 10, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 06 EXCAVATION WORK

E 06.1 The complete contents of Paragraph 11, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 07 DEMOLITION WORK

E 07.1 The complete contents of Paragraph 12, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 08 SCAFFOLDING AND SUSPENDED PLATFORMS

E 08.1 The complete contents of Paragraph 14, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification pertaining to the use of scaffolding.

E 08.2 The use of suspended platforms for access to any works on this contract is expressly forbidden.

E 09 BOATSWAIN'S CHAIRS

E 09.1 The complete contents of Paragraph 16, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 10 MATERIAL HOISTS

E 10.1 The complete contents of Paragraph 17, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 11 BATCH PLANTS

E 11.1 The complete contents of Paragraph 18, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 12 EXPLOSIVE POWERED TOOLS

- E 12.1** The complete contents of Paragraph 19, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 13 CRANES

- E 13.1** The complete contents of Paragraph 20, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 14 CONSTRUCTION VEHICLES AND MOBILE PLANT

- E 14.1** The complete contents of Paragraph 21, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 15 ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

- E 15.1** The complete contents of Paragraph 22, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 16 USE AND TEMPORARY STORAGE OF FLAMMABLE LIQUIDS ON CONSTRUCTION SITES

- E 16.1** The complete contents of Paragraph 23, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 17 WATER ENVIRONMENTS

- E 17.1** The complete contents of Paragraph 24, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 18 HOUSEKEEPING ON CONSTRUCTION SITES

- E 18.1** The complete contents of Paragraph 25, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 19 STACKING AND STORAGE ON CONSTRUCTION SITES

- E 19.1** The complete contents of Paragraph 26, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 20 FIRE PRECAUTIONS ON CONSTRUCTION SITES

- E 20.1** The complete contents of Paragraph 27, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 21 CONSTRUCTION WELFARE FACILITIES

- E 21.1** The complete contents of Paragraph 28, and all of its sub-paragraphs, of the Construction Regulations published in Government Gazette no. 25207 dated 18 July 2003, read verbatim, and with all meanings assigned thereto by the definitions included in the said Construction Regulations, shall be deemed to constitute the contents of this specification.

E 22 MEASUREMENT AND PAYMENT

- E 22.1** Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

All of the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall be deemed to be included in the rates tendered for the items of work listed below.

Item	Unit
E 23.01 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

Item	Unit
E 23.02 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations that are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item E 23.01 has been made.

Item	Unit
E 23.03 Submission of the Health and Safety File	Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

PROJECT SPECIFICATIONS

PART F: HIV/AIDS SPECIFICATION

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F 01	SCOPE
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F 05	PROVIDING WORKERS WITH ACCESS TO CONDOMS
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F 07	APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION
F 08	MONITORING
F 09	MEASUREMENT AND PAYMENTS

F 01 SCOPE

- F 01.1** This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:
- F 01.2** Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behavior, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counseling, the diagnosis and treatment of Sexually Transmitted Infections, and the closest health service providers
- F 01.3** Informing Workers of their rights with regard to HIV/AIDS in the workplace
- F 01.4** Providing Workers with access to condoms and other awareness material that will enable construction Workers to make informed decisions about sexual practices

F 02 DEFINITIONS AND ABBREVIATIONS

F 02.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of public works as a specialist in conducting HIV/AIDS awareness programmes

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops presented by a Service Provider, which has been approved by the Representative/Agent

Worker: Persons in the employ of the Contractor or under the direction or supervision of the Contractor or any of his sub-contractors, who are on site for a minimum period of 30 days in all

F 02.2 Abbreviations

HIV : Human Immunodeficiency Virus
AIDS : Acquired Immune Deficiency Syndrome
STI : Sexually Transmitted Infection

F 03 BASIC METHOD REQUIREMENT

F 03.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers

F 03.2 The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regards to HIV/AIDS awareness. The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Department's Tender Committee, the Contractor shall make available an appropriate venue that will be conducive to education and training.

F 03.3 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- (a) The nature of the disease;**
- (b) How it is transmitted;**
- (c) Safe sexual behaviour;**
- (d) Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;**
- (e) Attitudes towards other people with HIV/AIDS;**
- (f) Rights of the Worker in the workplace;**
- (g) How the awareness champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively;**
- (h) How the Service Provider will support the awareness champion;**
- (i) Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;**
- (j) How the workshops will be presented, including frequency and duration;**
- (k) How the workshops will fit in with the construction programme;**
- (l) How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;**
- (m) How the video will be used;**
- (n) How the Service Provider will elicit maximum participation from the Workers;**
- (o) A questions and answers slot (interactive session)**

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

F 04 HIV/AIDS AWARENESS EDUCATION AND TRAINING**F 04.1 Workshops**

The Contractor shall ensure that all the Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

F 04.2 Recommended practice**Workshop Schedule**

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a next session.

An attendance register should be kept by the Service Provider at every workshop and should be handed to the Department's Project Manager on a monthly basis together with Process Indicator Forms.

Service Providers

A data base of recommended Service Providers is available from the Department of Public Works, Private Bag X65, Pretoria, 0001, located at the Central Government Offices, corner of Bosman and Vermeulen Streets, Pretoria and at all Public Works Regional Offices

HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

(a) UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

(b) UNIT 2: Transmission of the HI virus

After studying and understanding this unit the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids you will find the HI virus.
2. Describe how HIV/AIDS can be transmitted.
3. Demonstrate your ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

(c) UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus to enter the blood stream.

Assessment Criteria:

1. Report on how you could minimise your risk of HIV/AIDS infection.
2. Report on precautions that can be taken to prevent HIV/AIDS infection.
3. Explain or demonstrate how to use a male and female condom.
4. List of factors that could jeopardize the safety condoms provide against HIV/AIDS transmission.

(d) UNIT 4: Voluntary HIV/AIDS counseling and testing

After studying and understanding this unit the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counseling.

Assessment Criteria:

1. Describe kinds of testing for HIV/AIDS infection.
2. Report on why voluntary testing is important.
3. Report on why pre- and post-test counseling is important.

(e) UNIT 5: Living with HIV/AIDS

After studying and understanding this unit the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS.
2. Describe nutritional needs of people living with HIV/AIDS.
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS.
4. Explain the need of counseling and support to people living with HIV/AIDS.

(f) UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child.
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS.
4. Describe post exposure prophylactics.

(g) UNIT 7: The rights and responsibilities of Workers in the workplace with regards to HIV/AIDS

After studying and understanding this unit the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace.
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace.
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

F04.3 Displaying of plastic laminated posters and distribution of information booklets

- (a) The Contractor shall obtain a set of four posters conveying different key messages, and information booklets from the Construction Industry Development Programme Unit (CIDP), Room A520 located in the Central Government Offices, corner of Bosman and Vermeulen Streets, Pretoria or at all Regional Offices of the Department of Public Works. The postal address is the Department of Public Works, Private Bag X65, Pretoria, 0001.
- (b) The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.
- (c) Posters or display stands shall be displayed on site as soon as possible but not later than 14 days after the date of site hand over.
- (d) Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

- (e) The posters on display should always be intact, clear and readable.
- (f) Information booklets must be distributed to all Workers as soon as possible but not later than 14 days after site hand over, or as soon as the Worker joins the site.

F05 PROVIDING WORKERS WITH ACCESS TO CONDOMS

F05.1 The Contractor shall provide and maintain condom dispensers and make both male and female condoms complying with the requirements of SABS ISO 4074 available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the local clinic or the Department of Health.

F05.2 At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary to ensure that condoms are available within 14 days of site hand over.

F05.3 Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

F06 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

F06.1 The Contractor shall provide the Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counseling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics should be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

F07 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

F07.1 Within 14 days of site hand over the Contractor shall appoint an Awareness Champion, from, amongst the Workers, who speaks and understands all the languages spoken by the Workers and he/she shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive way.

The Awareness Champion shall be responsible for:

- (a) Liaising with the Service Provider on organising awareness workshops;
- (b) Filling condom dispensers and monitoring condom distribution;
- (c) Handing out information booklets;
- (d) Placing and maintaining posters

F08 MONITORING

F08.1 The Contractor shall grant to the Representative/Agent reasonable access to the construction site in order to conduct unannounced site visits in order to establish that

the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

F08.2 The Representative/Agent shall conduct the site visits with the least possible disruption to the Contractor's daily routine.

F08.3 Contractors must report problems that they experience in implementing the HIV/AIDS requirements to the Representative/Agent.

F08.4 The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

F08.5 The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager through the Representative/Agent

F08.6 The Contractor shall, at the end of the contract, complete and submit a close out programme report CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C)

F09 MEASUREMENT AND PAYMENTS

F09.1 It is required of tenderers to thoroughly study the HIV/AIDS Specifications of the Department that must be read together with and is deemed to be incorporated in the Schedule of Quantities. Provision for pricing of HIV/AIDS awareness must be made under Item F10.01 hereafter and it is explicitly pointed out that all requirements of the aforementioned specifications are deemed to be priced hereunder as the said item represents the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.

F09.2 Contractor should take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the Representative /Agent, notwithstanding the provisions of any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Item	Unit
F 10.01	HIV AIDS Awareness obligations
	Lump Sum

The tendered lump sum shall be in full compensation for the contractor providing an approved selected service provider to comply with the requirements and conditions of the Department's HIV AIDS Specifications, including the workshop education and training within an HIV AIDS Awareness programme and the Contractor's handling costs, profit, record keeping, reporting and all other charges in connection with providing the HIV AIDS Awareness programme.

Payment under item F10.01 will be made as follows:

80% of the amount will be paid once the service provider has complied with the requirements and conditions of the Department's HIV AIDS Specifications, including the workshop education and training within an HIV AIDS Awareness programme.

The outstanding 20% will be paid on completion of the contract, subject to the contractor's compliance in all respects with the requirements and conditions of the Department's HIV AIDS Specifications.

PROJECT SPECIFICATIONS

PART G : GENERIC LABOUR-INTENSIVE SPECIFICATION

CONTENTS

- G 01 SCOPE
- G 02 PRECEDENCE
- G 03 HAND EXCAVATEABLE MATERIAL
- G 04 LABOUR INTENSIVE WORKS

G1 SCOPE

This specification establishes general requirements for activities, which are to be, executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

G2 PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

G3 HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

a) Granular materials:

- i) Whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) Where the material is gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

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

- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg, which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological picks point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

G4 LABOUR INTENSIVE WORKS

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand tampers

- To 90% Proctor density;
- Such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

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

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

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, pre-cast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

PROJECT SPECIFICATIONS

PART H : ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

H 01	SCOPE
H 02	DEFINITIONS
H 03	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
H 04	LEGAL REQUIREMENTS
H 05	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
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H 08	ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
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H 10	COMPLIANCE AND PENALTIES
H 11	MEASUREMENT AND PAYMENT

H 01 SCOPE

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

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

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Elias Motsoaledi Local Municipality 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.

H 02 DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the National Department of Environmental Affairs and Tourism, (N.DEAT), that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

Listed in the table below are some of the references in the COLTO Standard Specifications to environmental related issues.

Description	Reference
Establishment of site offices	1302 (a), 1402 (e).
Vegetation	5801(b), 5802(b), (c), (d), and (e), 5804, 5805, 5806 and 5807.
Rehabilitation	1302 (a) and Sections 5800 and 5900. of the Standard and Project Specifications
Sewage treatment	1402 (g) and 1404 (a) and Part B of the Project Specifications, clause B1302 (a).
Litter	1302 (b).
Removal of solid waste	1404 (a).
Soil management	3104 (a), 5802 (a), (g), 5804 (a), (b), and (c).

Description	Reference
Borrow material	3100. (The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities.)

H 03 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 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

H 04 LEGAL REQUIREMENTS

H04.01 General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference

to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

H04.02 Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

H 05 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

H05.01 Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

H05.02 Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

H05.03 Good Housekeeping

Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 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.

H06 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.

H 07 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.

H 08 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

H 08.01 Site Establishment

H 08.01.01 Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in 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).

H 08.01.02 Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

H 08.01.03 Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the

contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

H 08.01.04 Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

H 08.01.05 Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

H 08.02 Sewage treatment

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.

H 08.03 Waste Management

The contractor’s intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

H 08.03.01 Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a 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).

H 08.03.02 Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

H 08.03.03 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.

H 08.04 Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop)

H 08.04.01 Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

H 08.04.02 Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured,

appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

H 08.04.03 Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

H 08.04.04 Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

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.

H 08.05 Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated

for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

H 08.06 Soil Management

H 08.06.01 Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water 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 3 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

H 08.06.02 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.

H 08.07 Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

H 08.08 Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

H 08.08.01 Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

H 08.08.02 Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good 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)

H 08.08.03 Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects 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.

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.

H 08.08.04 Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

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).

H 08.08.05 Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

H 08.09 Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section 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

H 08.10 Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

H 08.11 Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

H 08.11.01 Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

H 08.11.02 Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the 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).

H 08.12 Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

H 08.13 Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

H 08.14 Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

H 09 RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

H 10 COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a

dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

H 10.01 Unnecessary removal or damage to trees

- | | | |
|---|---|------------------|
| • 2600mm girth or less | : | R 5 000 per tree |
| • Greater than 2600mm, but less than 6180mm girth | : | R10 000 per tree |
| • Greater than 6180mm girth | : | R30 000 per tree |

H10.02 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 |

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

H10.03 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 |
| • Excess dust or excess noise emanating from site.: | | R1 000 per incident |
| • Dumping of milled material in side drains or on grassed areas: | | R1 000 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: | | R2 000 per incident |
| • Illegal hunting. | : | R2 000 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 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.

H 11 MEASUREMENT AND PAYMENT

Item	Unit
H 11.01 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 H 10.01

Item	Unit
H 11.02 Penalty for serious violations	
(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b) General damage to sensitive environments	
(c) Damage to cultural and historical sites	number (No)
(d) Pollution of water sources	number (No)
(e) Unauthorised blasting activities	number (No)
(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for H 11.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause H 10.02.

Item	Unit
H 11.03 Penalty for less serious violations	
(a) Littering on site	number (No)
(b) Lighting of illegal fires on site	number (No)
(c) Persistent or un-repaired fuel and oil leaks	number (No)
(d) Excess dust or excess noise emanating from site	number (No)
(e) Dumping of milled material in side drains or on grassed areas	number (No)
(f) Possession or use of intoxicating substances on site	number (No)
(g) Any vehicles being driven in excess of designated speed limits	number (No)
(h) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
(i) Illegal hunting	number (No)

(j) Urination and defecation anywhere except in designated areas	number (No)
--	-------------

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause H 10.03.

The engineer’s decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Item	Unit
H 11.04 Contractor’s time related obligations in respect of Environmental management plans and specifications	month

The tendered monthly amount shall represent full compensation for that part of the contractor’s general obligations in terms of the environmental management plans and specifications which are mainly a function of time. This includes inter alia payment of all costs of the approved designated environmental office (DEO) and other staff contemplated in the administration of the environmental obligations, including the transport of employees on site. Payment will be monthly.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage	Turning circles	Restrict access to sensitive areas	Protection of indigenous vegetation	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Noise/lights Dust control Exhaust fumes Washing waste	Parking areas		Preserve topsoil	
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancilliary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

I - STANDARD SPECIFICATION

(a) Definitions and Interpretation

Unless otherwise expressly stated or the contents otherwise requires, the words and expressions listed below shall, when used in this Agreement, bear the meanings ascribed to them.

- a) "Acceptance Criteria" means those criteria as predetermined by the Parties and recorded in writing, which establish the Department of Water Affairs and Forestry requirements regarding professional services and construction.
- b) "Agrément certificate" means any certificate issued by Agrément South Africa confirming compliance with normal Agrément criteria.
- c) "Closing time" means the date and hour specified in the tender documents for the receipt of tenders.
- d) "Contract" means the written agreement entered into between the Employer and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- e) "The Contractor" means the Tender that has been awarded the Contract
- f) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- g) "Commencement Date" means the date of delivery, to the Contractor, of the Letter of Acceptance from the Employer.
- h) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- i) "Day" means calendar day.
- j) "Delivery" means delivery in compliance of the conditions of the contract or order.
- k) "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- l) "Engineer" means "Any Professional Engineer"
- m) "Employer" means the Greater Letaba Local Municipality.
- n) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
- o) "Project site," where applicable, means the place indicated in tender documents.
- p) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

Works specifications shall comply with the following specifications:

Standard specifications for road abridge works for state road authorities

Plant and Materials

All plant and material shall be as per Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO).

Treatment of Existing Services

COLTO SERIES: Protection of kerbs, channels, etc. shall apply.

Kerbs, channels, guttering, manholes, guard rails, bridge railings and any other structures that may be soiled by bituminous binders during spraying operations shall be covered with suitable plastic sheeting during spraying operations. The sheeting shall be kept firmly in position by soil, stones or adhesive tape in such a manner that it will not lift or be blown away during windy conditions but will keep the areas to be protected fully covered.

The use of paper bags, sand or other materials will not be permitted in lieu of plastic sheeting and the contractor shall replace at his own expense any items that have been soiled and cannot be cleaned entirely. The painting of soiled surfaces will not be accepted as a suitable remedy.

Damage to Services

The Contractor shall maintain the bituminous surface until the Employer finally accepts the work. Any damage occurring to the surface or any defects which may develop before the maintenance certificate is issued, fair wear and tear excepted shall be corrected by the Contractor at his own expense and to the requirements of the Engineer.

Reinstatement of Services and Structures Damaged During Construction

When any part of the Works or any equipment or material is found upon examination by the Engineer not to conform to the requirements or is at any stage before final acceptance damaged so that it no longer conforms to the requirements of the Specifications, the Engineer may order its complete removal and replacement, at the Contractor's expense, with satisfactory work, equipment or material or he may permit the Contractor to apply remedial measures in order to make good any such defects or damage. The actual remedial measures taken shall at all times be entirely at the Contractor's own initiative, risk and cost, but subject to the Engineer's approval regarding the details thereof.

In particular remedial measures must ensure full compliance with the specifications of the final product, shall not endanger or damage any other part of the Works and shall be carefully controlled and submitted to the Engineer for examination when completed or at any intermediate stage as may be required.

Site Establishment

Site establishment shall be in accordance with the Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO), Series 1000: General

Services and Facilities Provided by the Employer

The Employer shall provide the following services and facilities:

- a) bulk water for construction
- b) secured site for plant and material

Services and Facilities Provided by the Contractor

The Contractor shall provide and be responsible for all items such as facilities, machines, plant, material, labour, and accommodation to fulfil the contract. He shall allow for all such items in his unit prices and no extra payment will be made for these. The quantities as described in the Schedule of Quantities are only an estimated value and may vary.

The Contractor shall furthermore take care of the traffic and take responsibility for the easy passage of all traffic during the construction period using his own barricades, road signs, flagmen, etc. The Chief Traffic Officer of the Municipality will be available to give advice, if required. No extra item will be allowed in the Bill of Quantities for this item and the Contractor will have to allow for this in his unit prices.

Storage and Laboratory Facilities

Storage and Laboratory facilities shall be provide by the Contractor according the Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO), Series 4000:

Permits and Way Leaves

Permits for road closure and way leaves must be obtain by the Contractor from the Employer.

Alterations, Additions, Extensions and Modifications to Existing Works

Alterations, additions, extensions and modifications to existing works shall be in accordance with the Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO), Series 1000: General.

Inspection of adjoining properties

The Contractor shall be responsible to make a video recording of any adjoining properties, structures and facilities, including trees and scrubs aligning the street or parking area before sealing or re-sealing are commenced.

Survey Control and Setting out of the Works

Survey control and setting out of the works shall be according to the Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO).

Management of the Works**Particular Specifications**

The engineer will indicate the exact limits of the contract on site. A site inspection can be held on request. Single bituminous treatment for resealing of existing road surfaces will be done at any time as is requested by the Engineer and co-ordinated with the Contractor.

Planning and Programming

The responsibilities of the Employer shall be as follows:

- a) construct the network of tasks and the project cash flow budget with the input from the Contractor.
- b) update the project schedule and cash flow budget on a weekly basis.
- c) keep the Contractor informed on task start dates.
- d) update the project risk register on a continual basis.
- e) administer the agreement Requirements Register
- f) prepare and distribute Project Status Reports bi-weekly to the Technical Committee
- g) prepare and distribute Project Status Reports monthly to the Local Municipality of Greater LM

Sequence of the works

The sequence of works shall be according to the project schedule as agreed by both parties.

Software application for programming

The Software Application used for programming shall be Microsoft Projects 2010.

METHODS AND PROCEDURES

All Methods and procedures shall be in accordance with Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO).

Quality plans and control

Quality Control shall be in accordance with Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO), Section 8300: Quality Control (Scheme 2).

Testing

The minimum testing frequency that will be required from the contractor shall be as given in the following table:

Test	Minimum testing frequency
Materials Aggregate for chips:	One test every 250 m ³
Grade ACV Flakiness	One test every 1 000 m ³
Aggregate for slurry:	One test every 250 m ³
Grading Sand equivalent Bituminous binders	One test every 50 m ³
Application rates	One test every type of sand
Construction tolerances	No testing required but Contractor shall produce certificates from all suppliers to the effect that all materials applied comply with relevant specifications.
Width	Complete records to be kept of actual measurements made of quantities of materials applied and rates of application.
Cross section)	One test each and every spray run
Smoothness)	All rough areas to be checked
Binder content of slurry	One extraction test every 100 m ³ of aggregate used
Bulking of aggregate for slummy	One test every 50 m ³ of aggregate used

Routine Inspection and Testing

Routine inspection will be carried out by the Engineer to test the materials and workmanship provided, for compliance with the requirements specified in this section.

Any materials or workmanship that do not comply with the requirements specified, shall be removed and replaced with materials and workmanship complying with the Specifications or, if the engineer

permits, be repaired as specified in Clause 16, so that after being repaired it shall comply with the requirements specified.

When any part of the Works or any equipment or material is found upon examination by the Engineer not to conform to the requirements or is at any stage before final acceptance damaged so that it no longer conforms to the requirements of the Specifications, the Engineer may order its complete removal and replacement, at the Contractor's expense, with satisfactory work, equipment or material or he may permit the Contractor to apply remedial measures in order to make good any such defects or damage. The actual remedial measures taken shall at all times be entirely at the Contractor's own initiative, risk and cost, but subject to the Engineer's approval regarding the details thereof.

In particular remedial measures must ensure full compliance with the specifications of the final product, shall not endanger or damage any other part of the Works and shall be carefully controlled and submitted to the Engineer for examination when completed or at any intermediate stage as may be required.

FORMAT OF COMMUNICATIONS

Key Personnel

The Contractor shall provide a schedule of key personnel and their contact details at the commencement of contract

Management Meetings

Management meetings will be conducted on a weekly basis at the site. The Contractor shall keep minutes of the meetings.

Records

The Contractor shall keep the following record:

- Daily Site Diary
- Safety Record

Payment Certificates

Payment certificates shall be issued on a monthly basis, subject to the certification by the inspecting Engineer.

Insurance Provided by the Contractor

Insurance to be provided shall be in accordance with Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO).

Health and Safety Requirements and Procedures

The Occupational Health and Safety Act, 53 of 1993. The Occupational Health and Safety Requirements and Standards are as per Construction Regulations, 2003.

The Contractor shall within five working days from the commencement date provide the Employer with a Risk Report for each Occupational Health and Safety risk identified.

Abnormal Rainfall

The extension of time to be allowed for due to abnormal rainfall shall be calculated by the formula :

$$V = (N_w - N_n) + (R_w - R_n) / 20$$

Where

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

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

R_w = Actual total rainfall in mm recorded during the calendar month under consideration.

N_n = Average number of days for the calendar month on which a rainfall of 10mm or more has been recorded, as derived from existing rainfall records.

R_n = Average total rainfall for the calendar month, as derived from existing rainfall records.

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used.

Should V be negative for any particular month and should its absolute value exceed the corresponding value of N_n then V shall be taken as being equal to minus N_n .

The total extension of time to be granted shall be the algebraic sum of all the monthly extensions provided that if this total is negative then the extension of time to be granted for abnormal rainfall shall be taken as zero.

The rainfall records applicable in respect of these Contracts are those recorded at Tzaneen and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall. The following values of N_n and R_n are to apply.

Month	(R_n) (mm)	(N_n) (Days)
January	103,8	4
February	93,0	3
March	78,1	3
April	43,1	1
May	18,1	1
June	7,6	0
July	7,0	0
August	8,3	0
September	17,9	1
October	49,4	2
November	80,7	3
December	99,8	3
TOTAL	607,0	21

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Engineer's approval, but access to the measuring gauge(s) shall be under the Engineer's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

Forms to be used for Contract Administration or SIMILAR:

Annexure A	Deliverable Acceptance Certificate
Annexure B	Deliverables Register
Annexure C	Notification of Construction Work
Annexure D	Recording and Investigation of Incidents
Annexure E	Risk Register
Annexure F	Risk Report
Annexure G	Seal Work Quantity Control
Annexure H	Tally
Annexure I	Variation Order
Annexure J	Variation Order Register
Annexure K	Weekly Site Report

Annexure A: Deliverable Acceptance Certificate

Bituminous Treatment for Sealing of Road Surfaces PROJECT		REF NO.
DELIVERABLE DETAILS: The following Project Deliverables has been delivered, reviewed and formally accepted by the Department of Water affairs and Forestry:		
VARIATIONS AND CONDITIONS: The above mentioned project deliverables are accepted under these conditions:		
Engineer signature	Contractor Signature	
Name	Name	
Date of acceptance	Date of delivery	

Annexure B: Deliverables Register

Deliverables Register
PROJECT NUMBER: GLM001/2027

Delivery Register Purpose: Identifies the status of all project deliverables.

[illegible]

Annexure C: Notification of Construction Work

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

1. Principle Contractor Details

Name of Principle Contractor:	
Postal Address of Principle Contractor:	
Contact Person Name:	
Telephone number:	
Cell phone number:	
Contractor's Compensation Registration Number:	
Name of Principal Contractor's Construction Supervisor on site appointed in terms of regulation 6.(1).	
Supervisor Telephone number:	
Supervisor Cell phone number:	
Name of Principal Contractor's Sub-ordinate Supervisors on site appointed in terms of regulation 6.(2).	

2. Client Details

Name of Client:	
Postal Address of Client:	
Contact Person Name:	
Telephone number:	
Cell phone number:	

3. Designer(s) Details

Name of Designer(s) for the project	
Postal Address of Designer:	
Contact Person Name:	
Telephone number:	
Cell phone number:	

1. Project Details

Physical address of the construction site or site office:	
Nature of the construction work:	
Expected commencement date:	
Expected completion date:	
Estimated maximum number of persons on the construction site	
Planned number of contractors on the construction site accountable to principal contractor:	
Name(s) of contractors already chosen.	

Principal Contractor

Date

Employer

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

Annexure D: Recording and Investigation of Incidents

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)
REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONS

A. RECORDING OF INCIDENT

Name of Employer	Department of Water affairs and Forestry
Name of affected person	
Identity number of affected person	
Date of incident	
Time of incident	

Part of body affected	Head or Neck	☐	Eye	☐	Trunk	☐	Finger	☐	Hand	☐
	Arm	☐	Foot	☐	Leg	☐	Internal	☐	Multiple	☐

Effect on person	Sprains or strains	☐	Contusion or wounds	☐	Fractures	☐	Burns	☐	Amputation	☐
	Electric shock	☐	Asphyxiation	☐	Unconsciousness	☐	Poisoning	☐	Occupational Disease	

Expected period of disablement	0-13 days	☐	2-4 weeks	☐	>4-16 weeks	☐	>52 weeks or permanent disablement	☐	Killed	☐

Description of occupational disease	
Machine/process involved/type of work performed/exposure**	
Was the incident reported to the Compensation Commissioner and Provincial Director?	☐ Yes ☐ No
Was the incident reported to the police?*	☐ Yes ☐ No
SAPS office and reference	

*to be completed in case of a fatal incident.

** in case of a hazardous chemical substance, indicate substance exposed to

B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO

Name of investigator	
Date of investigation	
Designation of Investigator	

Short description of incident	

Suspected cause of incident	

Recommended steps to prevent a recurrence	

Signature of Investigator: _____

Name: _____

Date: _____

C. ACTION TAKEN BY EMPLOYER TO PREVENT THE RECURRENCE OF A SIMILAR INCIDENT

Signature of Employer: _____

Name: _____

Date: _____

D. REMARKS BY HEALTH AND SAFETY COMMITTEE

Signature of the Chairperson
Of Health and Safety Committee: _____

Name: _____

Date: _____

Annexure E: Risk Register

I. Project: XXXXXX Bituminous Treatment for Sealing of Road Surfaces									Date:
Risk ID	Risk Title	Status	Cost Impact (000)	Prob. %	Risk Exp. (000)	Sched. Impact (wks)	Perf. Impact (Y/N)	Owner	Comment
	Totals (000)								

Annexure F: Risk Report

Project number: XXXXXX

Project name:

Risk Title:	Risk Probability (%):
Risk ID:	Cost Impact (000):
Risk Type: ☐ Safety and Health ☐ Schedule ☐ Cost ☐ Quality	Risk Exposure (000):
Date Identified:	Schedule Impact (weeks):
Risk Owner:	Risk Status (open, active, closed):
Critical Outputs(s) Impacted:	

Risk Description

[Describe the risk in terms of a condition and the consequences that the condition will bring about

Risk Mitigation Actions	Assigned To	Scheduled Complete Date	Actual Complete Date

Risk Contingency Actions	Assigned To	Start Trigger	Stop Trigger

Risk Status Description

Annexure G: Seal Work Quantity Control

Contract No: XXXXXXXX												Job No:								
Binder Type:					A.L.D.:							Height Of Bar:								
Date:					% Cutter:							Precoting Agent:								
Weather:					Road No:															
Remarks Bar Nozzles:					Stone Size:															
Section	Lane	Length m	Width m	Area m ²	Time Spray	Temperature°C			Binder Quantity Litres			Rate l/M ²		Stone Rate M ³ / M ²		Pump R.P.M.	Road Speed	Actual Time	Actual Road Speed	
						Air	Road	Binder	Before	After	User	Spray	Spec	Spread	Spec					
TOTAL AREA m ²					TOTAL BINDER LITRES:					TOTAL STONE m ² :										

Annexure H: Tally Sheet

<i>II.</i> Contract: XXXX					Sheet No:				
Location:					Date:				
Load No.	W/Bridge Del No.	Time Arrived	Time Paved	Tonnage Paved	Length Paved	Width Paved	Thickness Paved	Area Paved	Spread

Signature: _____

Annexure I: Variation Order

VO Title:		VO No.	
Raised By:	Contact Tel No:	Date Raised:	Priority: H / M / L
Description of the Variation Required:			
Proposed Solution:			
Cost Impact:			
Schedule Impact:			
Authorized By:		Date:	
_____ Signature			
_____ Name			

Annexure J: Variation Order Register

PROJECT NUMBER: GLM001/2027

Change Control Register Purpose: Identifies and tracks requests to change the project scope.

[illegible]

Annexure K: Weekly Site Report

1. Contract Details

Contract Name:	
Contract Number:	
Contractor Name:	
Site Agent Name:	
Week starting on:	
Week ending on:	

2. Labour Details

Labour	Day 1 Number on Site	Day 2 Number on Site	Day 3 Number on Site	Day 4 Number on Site	Day 5 Number on Site
Foreman					
Surveyor					
Artisans					
Operators					
Drivers					
Skilled					
Semi-skilled					
Unskilled					
Other [<i>Specify</i>]					

3. Equipment Details

Equipment	Day 1 Number on Site	Day 2 Number on Site	Day 3 Number on Site	Day 4 Number on Site	Day 5 Number on Site
Compactors					
Compressors					
Dozers					
Excavators					
Graders					
Loaders					
Mixers					
Tippers					
TLB's					
Tractors					
Trailers					
Water carts					
Others [<i>Specify</i>]					

4. Weather Details

		Day 2	Day 3	Day 4	Day 5
Recorded rainfall					
From					
To					

5. Deliveries

Date	Item	Quantity

6. Task Progress

Current Active Tasks	Elapsed Duration	Estimated Remaining Duration	Delays [Specify]

7. Information and Drawings

Date	Description	Action	Person Responsible
		☐ Required ☐ Issued	
		☐ Required ☐ Issued	
		☐ Required ☐ Issued	
		☐ Required ☐ Issued	
		☐ Required ☐ Issued	
		☐ Required ☐ Issued	

8. Existing Services Encountered

Date	Description	Location	Condition
			☐ Good ☐ Fair ☐ Damaged
			☐ Good ☐ Fair ☐ Damaged
			☐ Good ☐ Fair ☐ Damaged

9. General

SIGNED: _____

CONTRACTOR SITE AGENT _____

C5 DRAWINGS FOR TENDER PURPOSES

**APPENDIX A: OHS SPECIFICATION AND ENVIRONMENTAL MANAGEMENT
SPECIFICATION**

APPENDIX B: EPWP GUIDELINE CONDITIONS

C3.7 EPWP GUIDELINE CONDITIONS

C3.7.1 SCOPE

This section covers all aspects that relate to the implementation of the EPWP, community participation, use and development of Affirmative Business Enterprises, engagement and training of the labour force and labour enhanced construction. This section shall be read in conjunction with the following supporting documents:

- i) The Government RDP White Paper
- ii) Small Business Act No 102 of 1996
- iii) White Paper on National Strategy for the Development and Promotion of Small business in South Africa (Notice No. 213 of 1995, published in Gazette No. 16317 of 28 March 1995)
- iv) ASSEC (Association of Emerging Contractors) Accreditation scheme for small /Emerging Contractors.
- v) White Paper on creating an enabling environment for the Reconstruction, Growth and Development in the Construction Industry, March 1999.
- vi) Affirmative Procurement policies as developed by the PWD led task team.

Aspects of these documents have been included as specifications, in which case the specifications will take precedence.

C3.7.2 GUIDELINES FOR THE IMPLEMENTATION OF THE EPWP

1. DEFINITIONS.

The community means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

"National Small Business Support Strategy" means the national policy in respect of small business support as published by the Minister in the Gazette, and includes the policy as stated in the White Paper on National Strategy for the Development and Promotion of Small Business in South Africa.

"Small business" means a separate and distinct business entity, including co-operative enterprises and non-governmental organisations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy mentioned in column I of the Schedule below and which can be classified as a micro-, a very small,

a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule.

For the purpose of construction projects, the medium classification will not apply in terms of the CPG, unless the enterprise can also be classified as an ABE

"Conventional contract" means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

"Conventional subcontract" shall be similarly and appropriately construed.

"Contract Participation Goal" (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and ABE's.

"Contractor" means any person or group of persons in association, or firm, or body corporate whose expertise, resources, ability and experience are such as *may generally be regarded with a reasonable degree of confidence by an experienced consulting engineer*, as rendering him/them capable and competent to independently and successfully enter into, execute and complete civil engineering, building or similar construction works in terms of a conventional contract.

"Conventional subcontractor" shall be similarly and appropriately construed.

Emerging contractor means an ABE that cannot reasonably be categorised as a conventional contractor defined above.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

“Workforce” means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

“Subcontractor” means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

Level of subcontractor means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

“PLC” is the Project Liaison Committee

“Project Committee” is the committee comprising out of the Employer’s representative, The Engineer or his representative, the Contractor or his representative and the CLO.

“CLO” is the Community Liaison Officer as indicated by the Employer and appointed and paid by the Contractor under the Contract.

2. COMMUNITY PARTICIPATION.

2.1 Purpose

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

2.2 Structure and Composition

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

2.3 Procedures

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

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

2.4 **Tasks of the PLC**

- 2.4.1 To assist with community liaison and resolution of disputes.
- 2.4.2 To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to ABE's.
- 2.4.3 To advise on and monitor labour issues.
- 2.4.4 To assist in resolving labour disputes.

2.5 **Assistance to the PLC**

- 2.5.1 The appointed CLO will assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

3. **USE, DEVELOPMENT AND SUPPORT OF ABE'S**

3.1 **Extent of the works to be executed by ABE's.**

A major objective of the RDP is to extend economic opportunities and entrepreneurial capacity to all localities by the optimum utilisation of the resources existing in the vicinity of projects, the development of these resources in the execution of the project, and by maximising the amount of project funds retained within the project locality.

The Engineer shall advise the Gauteng Provincial Government: Department of Public Works, Roads and Transport on the contract participation goal (CPG) for local ABE's that may be achieved on the project. This CPG will be stated in the Contract Data.

Only ABE's that have been appointed through the procedures adopted by the PLC shall count towards the achievement of the target, unless the PLC agrees that ABE's that have been engaged by the Contractor as a result of contractual arrangements between the Contractor and such ABE's prior to tendering, or before the adoption of the agreed procedures, can qualify.

Where all tenderers have been supplied with a list of pre-qualified ABE's, these ABE's can be engaged by the contractor prior to award and will be counted towards the achievement of the CPG.

Upon receipt of a fully motivated written application from the Contractor, the target may be reduced. The circumstances for such a reduction may include inter alia the following:

- i) non-receipt of valid tenders from ABE's;
- ii) default or failure of appointed ABE's to complete sub-contracts;
- iii) but shall not include the failure of the PLC to approve ABE's referred to above.

3.2 **Terms and conditions of the subcontract agreements**

The terms and conditions of each subcontract agreement shall be as mutually agreed between the Contractor and the ABE's.

Each subcontract agreement shall contain terms and conditions which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall further be such as to specifically ensure that the provisions of this contract pertaining to:

- i) the allowable sources from which workers may be drawn;
- ii) the terms and conditions relating to the recruitment and employment of the workers
- iii) any training to be provided to the temporary workforce;

shall apply in respect of all workers engaged and employed by any ABE.

Except where it is in conflict with the responsibilities of the subcontractor under a particular level of subcontract, the terms and conditions of the subcontract agreement shall:

- i) include an entitlement of the subcontractor to receive such training and support as is contemplated in this contract; and
- ii) an obligation on the ABE to participate and co-operate in such training as is provided for in this contract.

The Contractor shall be responsible for the compilation of each subcontract agreement and for ensuring that terms and conditions thereof are consistent with all requirements as specified in, or reasonably to be inferred from, the provisions of this contract. The Contractor shall bear all costs associated with the compilation of the subcontract documentation and the conclusion of the agreement.

In addition to the provisions of General Conditions of Contract, the final terms and conditions of each subcontract agreement shall be subject to the approval of the Engineer, which approval shall be obtained by the Contractor prior to entering into the subcontract agreement and which approval shall not be unreasonably withheld.

The Contractor shall include a condition of subcontract that ABE subcontractors shall apply for accreditation through the CEITS Accreditation Programme or other similar approved programme, for small/emerging contractors.

3.3 **Formulation of subcontracts**

3.3.1 Scope, extent and level of subcontracts

The Contractor shall submit a list of subcontracts that he proposes to let to the PC setting out:

- i) the scope and extent of the works to be included in any particular subcontract;
- ii) the time at which subcontracts will be let; and
- iii) the duration of the subcontract;

The scope and extent of the proposed subcontracts shall be framed in such a manner as will facilitate the achievement of all objectives and principles pertaining to ABE's use and development as are stated in or as may reasonably be inferred from the conditions of this contract, due cognisance being taken of:

- i) the prevailing levels, ability, resources and previous experience of the potential candidates available;
- ii) the training and assistance to be provided to the ABE's in terms of this contract;
- iii) the period allowed in the Appendix for completion of the Works and the approved programme of works;
- iv) the scope of the Works described in the Project Specifications; and all constraints and conditions contained in this contract, as may impact upon the subcontract.

The level to be applicable to any particular subcontract shall be selected by the Contractor, in accordance with the following criteria:

- i) the level of subcontract shall be commensurate with the scope and extent of Works included in the subcontract; and
- ii) the level of subcontract shall be selected taking due cognisance of:
 - the prevailing levels of the available candidates;
 - the assistance to be provided by the Contractor to the ABE's for any given level of subcontract;

- the training and support to be provided to the ABE's in terms of the contract;
- the training as may have previously been provided to candidate ABE's under this or other contracts.

The Contractor shall formulate the subcontracts in a manner that will facilitate optimum use of available potential ABE's.

3.4 **Engagement of subcontractors**

The Contractor shall submit a program and procedures that will show the optimum use of ABE's on the contract along the following guidelines.

3.4.1 Identification and general training of potential ABE's

The Contractor will, through an appropriate public information campaign in the vicinity of the project, invite potential sub-contractors to attend information sessions about the scope of the works, the RDP objectives of the Project and the scope of the Works that could be undertaken by ABE's.

Potential ABE's shall be invited to attend training workshops that could include the following modules:

- i) Estimating and Tendering
- ii) Conditions of Contract & Specification
- iii) Basic Business Appreciation
- iv) Statutory obligations pertaining to the requirements and procedures of inter alia:
 - Site tax/income tax deductions from the amounts due to their employees;
 - The occupational Health and Safety Act 1993; (Act No 85 of 1993);
 - Value-added tax (VAT) and other taxes for which the small subcontractor may be liable;
 - His status as an employer.

The training shall be conducted by an accredited training agency and the candidates who successfully complete the training shall receive certificates and their names retained on a list of potential tenderers.

3.4.2 Advertisement

The contractor shall compile an advertisement setting out the scope and type of work that will be let out to sub-contractors and inviting interested parties to obtain tender qualification forms. The tender qualification form shall elicit information from prospective tenderers that will assist the Contractor in determining the eligibility of the applicant to perform at a particular level of subcontract. This advertisement shall be run in appropriate daily newspapers if available and displayed at public buildings, shops and other places in the vicinity of the project and disseminated through various community structures.

Notwithstanding the above requirements to advertise publicly for invitations to qualify for tenders, the Contractor may invite specific eligible ABE's as he may select.

The PC shall scrutinize the applications in terms of previous experience, equipment, labour force, financial position and location, but without identification, and allocate them to the type of work that they could potentially undertake, having regard also for further training and support.

If after the initial allocation, there should be an excessive number of candidates, a further selection shall be made to reduce the number of potential tenderers per subcontract to no more than five.

3.4.3 Invitation and site inspection

Applicants who satisfy the pre-qualification process shall be invited to attend a site inspection, conducted jointly by the Engineer and the Contractor at which the tender documents shall be handed over and the exact scope and requirement of each sub-contract explained.

3.4.4 Adjudication and award

Upon receipt of the tenders, the Contractor shall adjudicate the tenders and make proposed awards, based on criteria such as balance of rates, overall tender price against realistic cost to deliver in time and at a reasonable margin of profit.

The proposed awards shall then be submitted to the PC for ratification. The PC shall have the right to interview any tenderer for the purpose of:

- i) clarifying any aspect of the tender;
- ii) verifying the eligibility of the tenderer by further enquiry into aspects that may not be clear from the pre-qualification; and
- iii) making alternative proposals in the event that it is considered a better selection as is available to the Contractor.

Notwithstanding the above, since the responsibility for due performance vests with the Contractor, the Contractor's decision is final should agreement with the PC not be reached as to the preferred candidate.

3.5 **Training, Mentoring, Guidance and Assistance**

3.5.1 Structured training and support

The PLC may assist in identification of the contract workers to undergo training as specified in the training programme specifications in paragraph 9 of this section.

The PLC may assist with formalising a structured development programme for ABE subcontractors, having regard for the resources and experience of the ABE's that have been engaged and the scope and level of the subcontracts, in accordance with the criteria set out below.

3.5.2 Co-operative Venture

ABE contractors who have been identified in the pre-qualification stage and who have some experience and equipment, but who operate independently with little training and backup, should be brought together with a view to forming a co-operative venture to allow them to access work requiring varied skills and equipment and of a larger magnitude.

3.5.3 ABE support office

Such an office shall be part of the Contractor's own site establishment and shall provide administrative and technical services exclusively to ABE's that have been selected according to the processes defined in these project specifications. The following support shall be provided:

- i) Materials ordering
- ii) Invoicing
- iii) Wage packaging
- iv) Cost control
- v) Work scheduling
- vi) Setting out of work
- vii) Measurement of work done
- viii) Training

Such an office shall be staffed in joint venture between the Contractor, who shall be paid an amount under the contract for ABE support, the Employer via the training allowed for in the contract, and the ABE's who shall pay a service fee.

3.5.4 Financial Assistance to ABE's

The Contractor shall tender to assist ABE's with:

- i) Funding of wages between payment certificates at the start of the contract
- ii) Payment for materials channelled through their accounts
- iii) Guarantees for financing of equipment

3.5.5 Supply of services and materials

As part of the pre-tender communication strategy, local business and local community structures should be informed of the needs so that they can prepare themselves to take advantage of the opportunities to provide goods and services.

Cartage only subcontracts could be advertised as ABE work and included in the statistics if the proper procedures are followed.

The supply only of material as well as the supply of labour through labour brokers who will work under the supervision of the Contractor, shall not count towards the target of work done by ABE's.

3.5.6 Accredited training

Over and above the in-task training provided to the workforce, training by accredited training providers shall be provided to ABE's as enterprises with the aim of progressing through the levels as defined. The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating the ABE's regarding attendance

and participation therein. The Contractor shall further make all reasonable efforts to co-ordinate the programming of the ABE's work with that of the delivery of the structured training.

4. DISPUTE AVOIDANCE AND RESOLUTION PROCEDURES

The Contractor shall at all times apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular ABE's concerned, as well as the level of subcontract applicable.

The Contractor shall closely monitor and supervise all ABE's and wherever feasible, shall give reasonable warning to the ABE's when any contravention of the terms of the subcontract has occurred or appears likely to occur.

The Contractor shall, whenever feasible, give the ABE's reasonable opportunity to make good any such contravention, or to avoid such contravention and shall render all reasonable assistance to the ABE's in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the ABE's that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and a ABE's, such dispute shall be resolved in accordance with the provisions of the subcontract. Notwithstanding, either party may at any time, refer any dispute to the Project Liaison Committee, the PC or the Engineer for consideration, with a view to facilitating the resolution thereof.

No opinion expressed by, or resolution or decision of the Project Liaison Committee, pertaining to any matter referred to it shall be binding on either party to the subcontract unless:

- i) it is stated in the subcontract agreement that the Contractor shall be bound by such opinions, resolutions or decisions; or
- ii) the Contractor is instructed in writing by the Engineer to give effect thereto, in which case such instruction of the Engineer may be deemed to constitute an "instruction" as contemplated in the General Conditions of Contract.

5. CONTRACTOR'S LIABILITY

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of sub-clause 8(4) of the conditions of contract, the Contractor shall be fully liable for the acts, defaults and neglects of any ABE's, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

Nothing contained in this specification shall be deemed to constitute or imply any warranty given by the Contractor to any party, that any ABE's to whom a subcontract is awarded in accordance with the provisions of this specification:

- i) can or will actually achieve the successful execution and completion of the subcontract; nor
- ii) will not suffer losses or damages as a result of the acceptance of his tender/quotation.

6. CERTIFICATE OF EXPERIENCE

The Contractor shall on the completion of each and every subcontract completed in accordance with the provisions of this specification, issue free of charge to the small, medium and micro enterprise a certificate stating:

6.1 Contract data:

- (i) Contract title;
- (ii) Contractor's full name and address;
- (iii) Engineer's name and address;
- (iv) Employer's name;

6.2 Subcontract data:

- (i) ABE's name and address;
- (ii) Scope or extent of the subcontract works;
- (iii) Value of the subcontract works;
- (iv) Applicable level of the subcontract;
- (v) Duration of the subcontract;
- (vi) Date of completion of the subcontract;
- (vii) Description of the training undergone by the ABE's and certifying the ABE's completion of the subcontract.

The format, layout and appearance of certificates shall be at the Contractor's discretion, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates shall be signed by the Engineer and a senior representative of the Contractor, who has been duly authorised thereto.

7. LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis, daily labour returns to the Engineer indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.

8. TEMPORARY WORKFORCE

8.1 Record of workforce

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

The Contractor shall, on completion of the contract, and as a prerequisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed in the Appendix.

8.2 Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the PLC or CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the contract relating to training).

The PLC or CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- (i) Name, address, age and sex
- (ii) Marital status and number of dependants
- (iii) Qualifications and previous work experience (whether substantiated or not)
- (iv) Period since last economically active
- (v) Preference for type of work or task.

The PLC or CLO shall make a selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- (ii) the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

The Contractor shall make a final selection from the list provided by the PLC or CLO using the following criteria:

- (i) preference shall be given to the long term unemployed and single heads of households
- (ii) in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

8.3 Terms and Conditions Pertaining to the Employment of the Temporary Workforce

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers are observed.

8.4 Labour Relations and Worker Grievance Procedures

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair

and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or

disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

9. TRAINING OF THE TEMPORARY WORKFORCE.

Selected members of the workforce are to be provided at least with structured training by a nominated subcontractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subcontractors' workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

10. ACCREDITED TRAINING AND ATTENDANCE.

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognized by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subcontractor regarding his staff's attendance and participation therein.

The contractor shall further make all reasonable efforts to co-ordinate subcontractors work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of clause 24 of the General Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost,

of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

11. PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of sub-clause 58(1)(e) of the conditions of contract or the penalties specified for non attaining the prescribed CPG's will be applied and doubled.

C3.5.3 PAYMENT

To be included in tendered rates

C3.5.4 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

1. Requirements for the sourcing and engagement of labour.

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.

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1.1.2 The rate of pay set for the EPWP is R200,00 per day.

1.1.3 Tasks established by the contractor must be such that:

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

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

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

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

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

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

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

1.2.3 Contract participation goals

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

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

1.2.4 Terms and conditions for the engagement of targeted labour

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

1.2.5 Variations to SANS 1914-5

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

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

1.2.5.2 The schedule referred to above shall in addition reflect the status of targeted labour as women, youth and persons with

disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the 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.
- 1.3.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works – Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026
- 1.3.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- 1.3.5 The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
- 1.3.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.
- 1.3.7 Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.5.5 MINIMUM LABOUR BASED TARGETS

The following minimum labour based targets are required to be met:

(a) Labour budget as percentage of project budget

A minimum of 10 % of the Project Budget is required to be spent on local community labour.

Employment of Local Labour

- (i) The Contractor is required to make maximum possible use of the local labour in the community, which is at present underemployed or unemployed. The total target Fulltime Equivalence for the project required is 21.
- (ii) To this end the Contractor is required to give preference to the use of local labour and limit the use of non-local labour to key personnel only.
- (iii) Local labour is defined as “people who reside in the community
- (iv) Who have preferably been identified by the Project Steering Committee to be employed”
- (v) Key Personnel – are defined as foremen and skilled labourers without whom the particular job could not be accomplished. As far as possible these people should impart their management and building skills to individuals within the community workforce who show a keen interest and display a willingness to learn.

Employment of Women

A minimum of 60 % of the clerical, semi skilled and unskilled local labourers employed is required to be women.

Employment of Youth

A minimum of 55 % of the local labourers employed is required to be youth (35 years and under and out of school).

Employment of Disabled Persons

A minimum of 2 % of the local labourers employed is required to be disabled persons.

(b) Minimum Reporting

Contractors Report

The Contractor is required to complete a Contractors Report, which is to be submitted together with the Contractors Payment Claims all as per the “MIG Reporting Schedule 1 (overall)” attached hereto. Payment of the contractor is conditional on the information being accurately and timeously provided.

(a) Worker Contracts

All worker contracts for workers employed during the month must accompany the MIG Reporting Schedule 2 (Labour) attached hereto.

(b) Attachments

Special Conditions of Contract Transfer and Rights and Indemnity

MIG Reporting Schedule 1 (Overall)

MIG Reporting Schedule 2 (Labour)

ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT TRANSFER OF RIGHTS AND INDEMNITY

Claim for materials on site, Payment Certificate No: Date:

Tender No: for (*contract title*)

.....
.....

I, the undersigned (*name of signatory*) in my capacity as of (*name of Contractor*) duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto,

unto and in favour of (*name of Employer*) Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any effect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

The transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:

DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by

Date

.....

for and on behalf of the Contractor,

Witnesses by Date

[Note: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 52(1)(e) of the General Conditions of Contract 1990.]

MIG REPORTING SCHEDULE 1 (OVERALL)

Reporting Period

BUDGET

Proposed cash flow

Expenditures (over reporting period)

This month	
Next month	
Month #3	
Month #4	
Month #5	

Labour	
Material	
Tools/plant	
Training	
Other	

EXPENDITURE TO SMME's

	Name	Amount
SMME 1		
SMME 2		
SMME 3		
SMME 4		

LOCAL LABOUR UTILISED (labour days)

	Men	Women	Youth	Disabled
Professional				
Managerial				
Clerical				
Skilled				
Semi skilled				
Supervisor				
Labourer				

TRAINING UNDERTAKEN

	Accredited			Non accredited		
	Men	Woman	Youth	Men	Woman	Youth
Technical						
Administrative						
Life skills						

Verified for contractor:					
	Name		Signature		Date

Note

Reports to be submitted for a monthly period to the 25th of the month.
All expenditures to be VAT inclusive.

BID NO:

SCOPE OF WORK

24

.....
Signature

25

C3.5.6 GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts - Part 5: Earthworks activities which are to be performed by hand and should be included in the Scope of Works without amendment or modification as set out below.

1. Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

2. Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

2.1 Hand excavate able material

Hand excavate able material is material:

a) granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff;
or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

TABLE 1 : CONSISTENCY OF MATERIALS WHEN PROFILED			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp en of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

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2.2 Trench excavation

All hand excavate able material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

2.3 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

2.4 Excavation

All hand excavate able material including topsoil classified as hand excavate able shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

2.5 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

2.6 Shaping

All shaping shall be undertaken by hand.

2.7 Loading

All loading shall be done by hand, regardless of the method of haulage.

2.8 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

2.9 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

2.10 Spreading

All material shall be spread by hand.

2.11 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

2.12 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

2.13 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.

2.14 Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

Table 2: Skills programme for supervisory and management staff

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

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
1200		SECTION 1200				
		GENERAL REQUIREMENTS AND PROVISIONS				
B12.02		Services				
		(a) Exposure of services				
		(i) Using specialist detection services	PC Sum			
		(ii) Using hand excavation	m ³	30		
		(iii) Handling costs and profit in respect to sub-item (ai)	%	0.00		
		(b) Relocation of services	Prov sum	1	200,000.00	200,000.00
		(c) Handling costs and profit in respect of sub-item 12.02 (b) above	%	200,000		
B12.06		Additional survey as required by the Engineer				
		(a) Additional survey as required by the Engineer	Prov. Sum	1	70,000.00	70,000.00
		(b) Contractor's handling costs, profit and all other charges in respect as to Sub-item B12.06 (a)	%	70,000.00		
TOTAL CARRIED FORWARD						

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
B12.31		Balance brought forward				
		Contractor's Obligations in respect to Local and other Labourers				

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
B12.32		(a) Provision of transport for local labourers	Lump Sum	1		
		(b) Medical Examinations	Lump Sum	1		
		(c) Provision of training for local labourers	Lump Sum	1		
B12.33		Community Liaison Officer				
		(a) Remuneration	month	18	5,000.00	90,000.00
		(b) Handling costs and profit in respect of sub-item B12.32 (a) above	%	90,000		
B12.34		occupational health and safety representative				
		(a) Remuneration	month	18	5,000.00	90,000.00
		(b) Handling costs and profit in respect of sub-item B12.32 (a) above	%	90,000		
B12.34		Subcontractors				
		(a) Main contractor's general obligations in respect of nominated subcontractors	Lump Sum	1	100,000.00	100,000.00
		(b) Main contractor's general obligations in respect of emerging contractors (SMMEs) and local labour	month	18		
TOTAL SECTION 1200 - CARRY FORWARD TO SUMMARY						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
1300		SECTION 1300				
		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13.01		The contractor's general obligations				
		(a) Fixed obligations	l/sum	1		
		(b) Value-related obligations	l/sum	1		
		(c) Time-related obligations	month	18		
		Note:				
		The combined total tendered for this item shall not exceed 15% of the Tender Sum excluding VAT				
		(d) Health and Safety Obligations	month	18		
		(e) Environmental Obligations	month	18		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 1300 - CARRY FORWARD TO SUMMARY						
						0.00

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
1400		SECTION 1400				
		HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01		Office and laboratory accommodation				
		(b) Offices (interior floor space only)	m ²	60		-
		(c) Laboratories (interior floor space only)	m ²	25		-
		(e) Ablution units	m ²	15		-
14.02		Office and laboratory furniture				
		(a) Chairs				
		(i) quality office desk chairs	No	6		-
		(ii) for boardroom, meetings	No	16		-
		(b) High chairs for laboratory	No	4		-
		(c) Desks, complete with drawers and locks	No	4		-
		(d) Office tables	No	2		-
		(e) Conference tables	No	1		-
B14.03		Office and laboratory fittings, installations and equipment				
		(a) Items measured by number:	PC Sum	1		-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL CARRIED FORWARD						
						-

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		Balance brought forward				
		(ii) Handling costs and profits in respect to sub-item B14.03 (a)	%	0		-
		(b) Prime cost items and items paid for in lump sum				
		(i) The provision of telephone service, including the cost of calls in connection with contract administration	PC Sum	1	20,000.00	20,000.00
		(ii) Handling costs and profits in respect to sub-item B14.03 (b) (i)	%	20,000		-
		(b) Provisional sum items				
		(a) Provision for use by the Engineer of an independent laboratory.	Prov. Sum			R 60,000.00
		(b) Handling costs and profit in respect of subitem B24.03(d)(i) above	%	60000		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		(c) Provision for nominated subcontractor occupational health and safety consultant	Prov Sum			R 300,000.00
		(d) Handling costs and profit in respect of subitem B24.03(d)(v) above	%	300000		R -
		(e) Provision for nominated social facilitator consultant	Prov Sum			R 200,000.00
		(f) Handling costs and profit in respect of subitem B24.03(d)(v) above	%	200000		R -
		(e) Provision for nominated Environmental consultant	Prov Sum			R 250,000.00
		(g) Handling costs and profit in respect of subitem B24.03(d)(v) above	%	250000		R -
		(h) Provision for nominated training consultant	Prov Sum			R 200,000.00
		(i) Handling costs and profit in respect of subitem B24.03(d)(v) above	%	200000		R -
14.04		Carports				
		Carports, as specified, at offices and laboratory buildings for the Engineers site personnel.				
		Minimum size of each to be 6,0 x 3,0 m				
		Solid roof, not shade netting	No	4		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL CARRIED FORWARD						

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
14.07		Balance brought forward				0.00
		Rented, accommodation and other accommodation				
		(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subclause 14.03(c)(ii)	Prov sum	1	180,000.00	180,000.00
		(b) Handling costs and profit in respect of sub-item 14.07(a) above	%	180,000		-
14.08		Services				
		(a) Services at offices and laboratories				
		(i) Fixed costs	l/sum	1		
		(ii) Running costs	month	18		
		(c) Services for labourer's accommodation on site				

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		(i) Fixed costs	i/sum	1		
		(ii) Running costs	month	18		
TOTAL CARRIED FORWARD						

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
14.10		Balance brought forward				
		Provision of photostat / printer facilities				
		(i) A4 and A3 colour facility, for use by contractor and engineer, including full maintenance	month	18		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 1400 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
1500		SECTION 1500				
B15.01		ACCOMMODATION OF TRAFFIC				
		Accommodating traffic and maintaining temporary temporary deviations, including flagmen				
		(a) On the road	km	4.5		
		(b) On the cross roads and intersections	No.	12		
15.02		Earthworks for temporary deviations				
		(a) Shaping of temporary deviations				
		(i) single lane	km			
		(ii) double lane	km	4.5		
		(b) Cut and borrow to fill				
		(i) Material to be sourced locally	m³	3,500		
15.03		Temporary traffic control facilities				
	LI	(a) Flagmen	m/days	600		
		(b) Portable STOP and GO-RY signs	No	8		
		(d) Amber flicker lights	No	8		
TOTAL CARRIED FORWARD						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
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SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		Balance brought forward				0.00
		(e) Road signs, R- and TR-series (engineering grade background, size 900mm)	No	16		
		(f) Road signs, TW-series (engineering grade background)	No	16		
		(g) Road signs, STW-, DTG-, and TG-series engineering grade background) , sizes as specified for 60 km / h	m ²	10		
		(h) Delineators (TW401/1) 1000 mm x 250 mm				
		(i) Single	No	160		
		(ii) Mounted back to back	No	160		
		(i) Movable barricade / road sign combination	No	2		
		(i) Traffic cones (750 mm high)	No	80		
15.04		Relocation of traffic control measures	Lump sum	1		
TOTAL CARRIED FORWARD						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
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SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		Balance brought forward				
15.05		Gravelling and repair of temporary deviations and existing gravel shoulder used as temporary deviations				
		(a) Temporary deviations	m³	1,875		
15.06		Watering of temporary deviations	kl	6,900		
15.07		Blading by road grader of				
		(b) Existing roads used as temporary deviations	km-pass	10		
15.10		Accommodation of traffic where the road is constructed as half widths	km	0		
B15.15 / B16.02		Overhaul				
		(a) Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m³-km	13,500		
TOTAL CARRIED FORWARD						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
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SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		Balance brought forward				0.00
B15.15 / 34.01		Pavement layers of gravel materials				
		Pavement layers constructed from gravel taken from cut or borrow including freehaul up to 1,0 km				
		(h) Gravel wearing course compacted to				
		(i) 93% mod AASHTO density (thickness 150 mm)				
		Material to be sourced locally.	m ³	2,250		
TOTAL SECTION 1500 - CARRY FORWARD TO SUMMARY						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
1700		SECTION 1700				
17.01		CLEARING AND GRUBBING				
		Clearing and grubbing				
		(i) Road reserve areas	ha	5		-
		(ii) Temporary bypass	ha			-
17.02		Removal and grubbing of large trees and tree stumps				
		(a) Girth exceeding 1 m up to and including 2 m	No	20		-
		(b) Girth exceeding 2 m up to and including 3 m	No	10		-
		(c) Girth exceeding 3 m up to and including 4 m	No	5		-
17.04		Clearing and grubbing at inlets and outlets of hydraulic structures				
			m ²	50		-
17.05		Cleaning out of hydraulic structures				
		(a) Pipes with an internal dia up to including 750mm	m ³	30		-
		(b) Pipes wit an internal dia exceeding 750mm	m ³			-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 1700 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
1800		SECTION 1800				
B18.01		DAYWORKS				
		Personnel				
		(a) Unskilled	Hour	50		-
		(b) Semi-skilled	Hour	50		-
		(c) Skilled	Hour	50		-
		(d) Gander	Hour	25		-
		(e) Foremen	Hour	50		-
B18.02		Equipment				
		(a) Tipper trucks				
		(i) 5m3	Hour	25		-
		(ii) 10m3	Hour	25		-
		(b) TLB	Hour	25		-
		(c) Loader (0.5m3 bucket)	Hour	25		-
		(d) Walk behind roller (BOMAG BW90)	Hour	25		-
		(e) Water truck (5000l)	Hour	25		-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL CARRIED FORWARD						
						-

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
B18.03		Balance carried forward				0.00
		Materials				
		(a) Procurement of materials	Prov. Sum	1	R 25,000.00	25,000.00
		(b) Contractor's handling costs, profit and all other charges in respect of B18.03	%	25,000.00		-
B18.04		Transport				
		(a) LDV (1 tonne)	km	15		-
		(b) Flatbed truck (5 tonnes)	km	10		-
		(c) Lowbed truck max (30tonne)	km	20		-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 1800 - CARRY FORWARD TO SUMMARY						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
2100		SECTION 2100				
B21.01		DRAINS				
LI		Excavation for open drains				
		(a) Excavating soft material situated within the following depth ranges below the surface level using Labourers				
		(i) 0 m up to 1,5 m	m ³	1,755		
		(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	800		
21.02		Clearing and cleaning out existing open drains	m ³			
21.12		Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems				
		(a) Outlet structures	No			
21.13		Concrete caps for subsoil drain pipes	No	10		
21.15		Overhaul for material hauled in excess of 1,0 km free haul (normal overhaul)	m ³ -km	9,900		
21.19		Selected backfill material under concrete lined side drains compacted to 93% of modified AASHTO density	m ³	450.0		
LI						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 2100 - CARRY FORWARD TO SUMMARY						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		SECTION 2200				
2200		PREFABRICATED CULVERTS				
22.01		Excavation				
		(a) Excavating soft material situated within the following depth ranges below the surface level				
		(i) 0 m up to 1,5 m	m³	570		-
		(ii) Exceeding 1,5 m and up to 3,0 m	m³	285		-
		(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m³	228		-
22.02		Backfilling				
		(a) Using the excavated material, including selected backfilling, 200 mm above pipe crown	m³	311		-
		(b) Using imported selected material, sourced locally, including selected backfilling, 200 mm above pipe crown	m³	187		-
		(c) Extra over subitem 22.02(a) and (b) for soil cement backfilling (4% of Portland cement by weight)	m³	187		-
22.03		Concrete pipe culverts				
		(b) On Class B bedding				
		(iii) 100 D-load pipes, SC type, ogee joints				
		1) 600 mm diameter	m	120		-
		2) 750 mm diameter	m	60		-
		3) 900 mm diameter	m	60		-
		Above items include the bedding and selected backfill				
22.05		Portal and rectangular culverts:				
	(b)	Without prefabricated floor slabs				
	(ii)	750mm x 750mm Type	m	36		-
	(iv)	900mm x 900mm Type	m	24		-
	(v)	1200mm x 1200mm Class 150S	m	24		-
	(vi)	1500mm x 900mm Type	m			-
	(viii)	1800mm x 2400mm Class 100S	m	58		-
	(xv)	2400mm x 1800mm Type	m	24		-
	(xvii)	2400mmx 2800mm 100s	m	60		-
	(xvii)	2500mm x 2100mm Type	m	12		-
	(xxii)	3000mm x 2400mm Type	m			

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL CARRIED FORWARD						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
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SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
22.07		Balance brought forward Cast in-situ concrete and formwork (c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (i) Class 25/19 concrete	m³	159.1		0.00
TOTAL CARRIED FORWARD						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
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SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
22.10		Balance brought forward				
		(d) Formwork of concrete under subitem 22.07(c) above				
		(i) Class F1 surface finish	m ²			-
		(ii) Class F2 surface finish	m ²	90		-
		Steel reinforcement				
		(a) Mild steel bars	t	1.0		-
		(b) High-tensile steel bars	t	1.0		-
		(c) Welded steel fabric	kg	50		-
		Removing existing concrete				
		(a) Plain concrete	m ³	400		-
22.12		(b) Reinforced concrete	m ³			-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL CARRIED FORWARD						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
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SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
22.14		Balance brought forward				
		Removing and stacking existing prefabricated culverts				
		Includes additional free haul of 5,0 km, for total free haul of 10,0 km				
		(a) Concrete pipe culverts				
		(i) 600 - 750 mm diameter	m	30		
		(ii) 825 - 900 mm diameter	m			
TOTAL CARRIED FORWARD						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
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SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		Balance brought forward				0.00
22.25		Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the (1,0 km) free-haul distance	m³-km	9,000	5.50	49,500.00
B22.29		Dewatering and keeping dry of culvert excavations	No	1	550.00	550.00
B22.30		Cutting of concrete pipes				
		(a) 600 mm diameter	No	6	300.00	1,800.00
		(b) 750 mm diameter	No	2	300.00	600.00
		(c) 900 mm diameter	No	2	300.00	600.00

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 2200 - CARRY FORWARD TO SUMMARY						53,050.00

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
2300		SECTION 2300				
		CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
B23.01		Concrete kerbing				
		(a) Edge beams				
		(i) Figure 12 pre cast kerb, edge restraint for paving blocks	m	5,100		
		(b) SANS 927:2007				
		(ii) Figure 3, vertically, at sidewalks bellmouths and bus bays	m	5,100		
		(iii) Figure 8b in Curved sections and islands	m	1,250		
		(iv) Figure 10, vertically, at bus bays	m	400		
		(c) Extra over subitem B23.01 (a) and (b) for excavating and backfilling materials for edge beam and kerbing in base course layer	m ³	580		
23.07		Trimming of excavations for concrete-lined open drains				
		(a) In soft material	m ²	6,000		
		(b) In hard material	m ²			
TOTAL CARRIED FORWARD						

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
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SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	BILL AMOUNT
23.08	LI	Balance brought forward			0.00
		Concrete lining for open drains			
		(a) Cast insitu concrete (class 25/19 concrete)	m ³	900	-
		(b) Class U2 surface finish to cast insitu concrete (V drain)	m ²	6,000	-
23.09		Formwork to cast insitu concrete lining for open drains (class F2 surface finish)			
		(b) To sides with formwork on both internal and external faces (each face measured)	m ²	1,200	-
		(c) To ends of slabs	m ²		-
23.10		Sealed joints in concrete linings of open drains	m	2,000	-
23.12		Steel reinforcement			
		(c) Welded steel fabric	kg	53,750	-
23.13		Polyethylene sheeting (0,15 mm thick) for concrete lined open drains	m ²	6,000	-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 2300 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
3100		SECTION 3100				
31.01		BORROW MATERIALS				
		Excess overburden in borrow pits				
		(i) Borrow Pit No. 1	m ³			-
		(ii) Borrow Pit No. 2	m ³			-
		(iii) Borrow Pit No. 3	m ³			-
31.03		Finishing off borrow areas in				
		(a) Hard material	ha			-
		(b) Intermediate material	ha			-
		(c) Soft material	ha			-
B31.06		Hydroseeding				
		(a) Hydroseeding with approved local grass to match existing				
		(i) Provide an approved seed mixture for hydroseeding	kg		128.80	-
		(ii) Hydroseeding	ha		16,240.00	-
TOTAL SECTION 3100 - CARRY FORWARD TO SUMMARY						-

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
3200		SECTION 3200 SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS, AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS				
B32.01		Excavation of materials from Borrow pits				
		(a) Soft excavation	m ³	17250		-
		(b) Intermediate excavation	m ³	1,725		-
		(c) Hard excavation (other than by blasting)	m ³	5,175		-
		(d) Hard excavation by blasting	m ³			-
32.06		Stockpiling of material Only on instruction of the engineer.	m ³	24,150		-
TOTAL SECTION 3200 - CARRY FORWARD TO SUMMARY						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
3300		SECTION 3300				
33.01		MASS EARTHWORKS				
		Cut and borrow to fill (also using borrow pit stockpile to fill), including free haul up to 0,5 km				
		(a) Material in compacted layer thickness of 200 mm and less, compacted to 90% modified AASHTO density	m ³	3,750		-
33.04		Cut to spoil, including free-haul up to 1,0 km				
		(a) Soft excavation	m ³	3,750		-
		(b) Intermediate excavation	m ³	1,500		-
		(b) Supply,placing and compaction of Rock fill (as per Prov. Sum		1	R 990,000.00	R990,000.00
33.09		Material bladed to windrow				
		(a) Windrow existing gravel wearing course, load, haul and stockpile, in for re-use in the gravel shoulder in item B34.01(d)	m ³	2,700		-
33.10		Roadbed preparation and the compaction of the material				
		(b) Compaction to 93% of mod AASHTO density	m ³	5,400		-
33.12		Insitu treatment of roadbed				
		(a) Insitu treatment by ripping, to depth of 150 mm	m ³	5,400		-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 3300 - CARRY FORWARD TO SUMMARY						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
3400		SECTION 3400				
34.01		PAVEMENT LAYERS OF GRAVEL MATERIAL				
		Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km				
		(a) Gravel selected layer compacted to				
		(i) 93% mod AASHTO density, 150 mm layer thickness	m³	6,225		
B34.14		Pavement layers constructed from gravel taken from commercial sources				
		(a) Gravel selected layer (G7 material) compacted to				
		(ii) 95% mod AASHTO density, 150mm layer thickness	m³	6,225		
		(d) Gravel subbase (chemically stabilised) G6 material compacted to				
		(ii) 96% of modified AASHTO density (200mm)	m³	6,225		
B34.15 / B16.02		Overhaul of material for a distance exceeding 1,0 km	m³/km	14,998		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 3400 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
3500		SECTION 3500				
35.01		STABILISATION				
		Chemical stabilisation extra over unstabilised compacted layer				
		(b) Subbase				
		(i) Thickness, 200 mm	m ³	6,225		
35.02		Chemical stabilising agent				
		(g) Cement (CEM II (32,5N) or approved similar). Mechanical modification (extra over untreated layer)	t	249		
35.04		Provision and application of water for curing	kl	2,850		
35.13		Extra over items 35.01 for trial sections	m ³	300		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 3500 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
3600		SECTION 3600				
36.01		Crushed Stone Bases				
		Crushed stone base				
		(c) Constructed from type G2 material obtained from commercial sources and compacted to 85% of relative density				
		(i) Thickness, 150 mm	m ³	0	R 524,25	-
B36.16		Extra over items 36.01 for trial sections	m ³	0	R 524,25	-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 3600 - CARRY FORWARD TO SUMMARY						
						-

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
4100		SECTION 4100				
B41.01		PRIME COAT				
		Prime coat applied by hand held equipment				
		(f) Eco prime, or similar, at application rate of 0.8 l/m ² to 1,0 l/m ²	litre	0	12.00	-
41.02		Aggregate for blinding	m ²	0	14.36	-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 4100 - CARRY FORWARD TO SUMMARY						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
4200		SECTION 4200				
B42.02						
42.04						
42.05						
42.06						
42.07						
42.08						
42.09						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 4200 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
5200		SECTION 5200				
52.01		GABIONS				
		Foundation trench excavation and backfilling				
		(a) In solid rock	m ²	400		
		(b) In all other classes of material	m ²	600		
52.02		Surface preparation for bedding the gabions	m ²	1,800		
52.03		Gabions				
		(a) Galvanised gabion boxes,				
		(i) 1.5 m x 1,0 m x 1,0 m size and 80 mm x 100 mm x 2,7 mm diameter galvanised wire mesh	m ³	900		
		(c) Galvanised gabion mattresses				
		(i) 0,3 m deep x 1,0 m x 1,0 m size and 80 mm x 100 mm x 2,5 mm diameter galvanised wire mesh	m ³	1,125		
52.04		Filter fabric				
		(a) Grade 2				
		(i) Non woven	m ²	4,700		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 5200 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
5400		SECTION 5400				
		GUARDRAILS				
54.01		Guardrails on timber posts				
		(a) Galvanised	m	1,250		-
54.04		End treatments				
		(d) End treatments in accordance with the drawings where single guardrail sections are used	No	12		-
54.05		Additional guardrail posts				
		(a) Timber	No	20		-
54.06		Reflective plates	No	200		-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 5400 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
5600		SECTION 5600				
B56.01		ROAD SIGNS				
		Road sign boards with painted or coloured semi-matt background.				
		(c) Prepainted galvanised steel plates (chromadek or approved equivalent)				
		(i) Area not exceeding 2 m ²	m ²	100		
		(ii) Area exceeding 2 m ² but not 10 m ²	m ²	50		
56.02		Extra over items 56.01 for using				
		(a) Background of retro-reflective material				
		(i) Class 1	m ²	50		
		(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material				
		(ii) Class III	m ²	25		
56.03		Road sign supports (overhead road sign structures excluded)				
		(a) Steel tubing	t	1		
56.05	LI	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	11		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL CARRIED FORWARD						
						-

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		Balance brought forward				0.00
56.06	LI	Extra over item 56.05 for cement treated soil backfill	m ³	11		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 5600 - CARRY FORWARD TO SUMMARY						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
5500		SECTION 5500				
55.01		FENCING				
55.02		Clearing the fence line (2.0m wide strip)	km	1		
		Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed				
		(c) Diamond mesh				
		(i) 1,2 m high	m ²	1,200		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 5500 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
5700		SECTION 5700				
57.02		ROAD MARKINGS				
		Retro-reflective road marking paint				
		(a) White lines (broken or unbroken)				
		(i) 100 mm wide	km	5		-
		(ii) 200 mm wide	km	0		-
		(iii) 300 mm wide	km	0		-
		(b) Yellow lines (broken or unbroken)				
		(i) 100 mm wide	km	10		-
		(d) White lettering and symbols	m ²	100		-
		(e) Yellow lettering and symbols	m ²	0		-
		(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	0		-
57.05		Road studs				
		(a) Bi-direction (1) Ferro Lynx steel body with shank (43 element glass reflective lens)	No	0		-
57.06		Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	km	15		-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 5700 - CARRY FORWARD TO SUMMARY						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
5800		SECTION 5800				
58.01		LANDSCAPING AND PLANTING PLANTS				
		Trimming				
		(a) Machine trimming	m ²	2,000		
	LI	(b) Hand trimming	m ²	400		
58.03		Preparing the areas for grassing				
		(a) Ripping	ha	0.5		
		(b) Scarifying for loosening topsoil	ha	0.5		
		(e) Providing and applying chemical fertilisers and / or soil improvement material				
		(ii) Superphosphate	t	1		
58.04		Grassing				
		(c) Hyrdoseeding				
		(i) Providing an approved seed mixture for hydroseeding	kg	100		
		(iii) Hyrdoseeding	ha	1		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 5800 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
5900		SECTION 5900				
59.01		FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
		Finishing road and road reserve				
		Single carriageway road				
		(i) Road Section D3954 & D3958	km	5		
59.02		Treatment of old roads and temporary deviations	km	5		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 5900 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE B: STRUCTURES

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
6200		SECTION 6200				
		FALSEWORK, FORMWORK AND CONCRETE FINISH				
62.01		Formwork to provide (Class F1finish) Surface finish to				
		(i) Major culvert footings	m ²			
62.02		Vertical formwork to provide (Class F2 finish) Surface to finish to				
		(i) Concrete walls	m ²			
66.03		Horizontal formwork to provide (Class F2 finish) Surface to finish to				
		(i) Concrete slabs	m ²			

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 6200 - CARRY FORWARD TO SUMMARY						
						-

SCHEDULE B: STRUCTURES

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
6300		SECTION 6300				
		STEEL REINFORCEMENT FOR STRUCTURES				
B63.01		Steel reinforcement for				
		(a) Culvert foundation				
		(i) Mild steel bars	ton			
		(ii) High yield stess steel bars	ton			
		(iii) Welded steel fabric	kg			
		(b) Culvert walls				
		(i) Mild steel bars	ton			
		(ii) High yield stess steel bars	ton			
		(iii) Welded steel fabric	kg			
		(c) Culvert slabs				
		(i) Mild steel bars	ton			
		(ii) High yield stess steel bars	ton			
		(iii) Welded steel fabric	kg			

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 6300 - CARRY FORWARD TO SUMMARY						

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE B: STRUCTURES

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
6400		SECTION 6400				
64.01		CONCRETE FOR STRUCTURES				
		Cast insitu concrete				
		(a) 35/19 Concrete strenght for Culvert	m ³			
64.06		Demolishing existing structure (Major Culverts)				
		(a) Plain concrete in				
		(i) Culvert structure	m ³			
		(b) Reinforced concrete in				
		(i) Culvert structure	m ³			

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 6400 - CARRY FORWARD TO SUMMARY						
						-

SCHEDULE B: STRUCTURES

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
6600		SECTION 6600 NO-FINES CONCRETE, JOINTS, BEARINGS PARAPETS AND DRAINAGE FOR STRUCTURES				
B66.08		Sealing with (a) Hot applied bituminous sealing compound, 10mm wide x 20mm deep to approach slab	m			
B66.14		Dowels/Guides (a) Mild steel dowels (i) 16mm dia 500mm	No			
B66/61.02		Excavation (a) Excavating soft material situated within the following successive depth ranges (i) 0 m to 2 m (b) Extra over sub item B66/61.02 (a) for excavation in hard material irrespective of depth	m ³ m ³			
B66/61.03		Backfilling to excavations utilising (a) Material from the excavations (b) Imported material	m ³ m ³			0.00

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 6600 - CARRY FORWARD TO SUMMARY						
						-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
7300		SECTION 7300				
73.01		CONCRETE BLOCK PAVING FOR SIDEWALK				
LI		Concrete block paving				
		Segmented paving using 25 MPa concrete S-A blocks				
		(ii) 80 mm thick, interlocking, colour, natural	m ²	39,195.00		
73.02		Cast insitu concrete edge and intermediate beams (concrete class 25/19)				
LI		(i) 300 mm concrete edge beams	m ³	300		
		(ii) 150mm concrete edge beam	m ³	12		
73.03		Provision of approved herbicide and ant poison				
		(a) Provision of materials	PC Sum	1		
		(b) Contractor's charges and profit added above item 73.03 (a)	%	0		
73/3300		Cut and borrow to fill, including free haul up to 0.5km				
		(a) Gravel material in compacted layer (200mm)				
		(ii) Compacted to 93% of modified AASHTO density	m ³			

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL CARRIED FORWARD						
						-

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
73/33.10		Balance carried forward				0.00
73/3400		Roadbed preparation and compaction of material				
		(b) Compaction to 93% of modified AASHTO density	m ³	1,238		
		Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1km				
		(d) Gravel subbase (G6) material compacted to (i) 95% of modified AASHTO density (150mm)	m ³	1,238		

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

SCHEDULE A: ROADWORKS

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
8100		SECTION 8100				
B81.02		TESTING MATERIALS AND WORKMANSHIP				
		Other special tests requested by the engineer				
		(a) Cost of testing	Prov sum	1	200,000.00	200,000.00
		(b) Contractor's charges and profit added to Item B81.02 (a)	%	200,000.00		-

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
TOTAL SECTION 8100 - CARRY FORWARD TO SUMMARY						
						200,000.00

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

ROADS AGENCY LIMPOPO

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.0KM)

SUMMARY OF BILL OF QUANTITIES
CALCULATION OF PROJECT SUM

A ROADWORKS		
SECTION	DESCRIPTION	AMOUNT
Section 1200	General Requirements and Provisions	
Section 1300	Contractor's Establishment on Site and General Obligations	
Section 1400	Housing, Offices and Laboratories for the Engineer's Site Personnel	
Section 1500	Accommodation of Traffic	
Section 1700	Clearing and Grubbing	
Section 1800	Dayworks	
Section 2100	Drains	
Section 2200	Prefabricated Culverts	
Section 2300	Concrete Kerbing, Concrete Channelling, Chutes and Downpipes and Concrete Linings for Open Drains	

Section 3200	Selection, Stockpiling and Breaking Down the Material from Borrow Pits, Cuttings and Existing Pavement Layers, and Placing and Compacting of the Gravel Layers	
Section 3300	Mass Earthworks	
Section 3400	Pavement Layers of Gravel Material	
Section 3500	Stabilisation	
Section 3600	Crushed Stone Bases	
Section 4100	Prime Coat	
Section 4200	Asphalt Base and Surfacing	
Section 5200	Gabions	
Section 5400	Guardrails	
Section 5500	Fencing	
Section 5600	Road Signs	
Section 5700	Road Markings	
Section 5800	Landscaping and Planting Plants	
Section 5900	Finishing the Road and Road Reserve and Treating Old Roads	
Section 7300	Concrete Block Paving for Roads	
Section 8100	Testing Materials and Workmanship	
SUBTOTAL - A ROADWORKS		

B STRUCTURES

SECTION	DESCRIPTION	AMOUNT
Section 6200	Falsework, formwork and concrete finish	
Section 6300	Steel reinforcement for structures	
Section 6400	Concrete for structures	
Section 6600	No-fines concrete, Joints, Bearings, bolt groups for electrification and parapets	
SUBTOTAL - B STRUCTURES		

SUMMARY OF COSTS

Subtotal - A Roadworks	
Subtotal - B Structures	
Preliminary Total 1	
Contingencies, allow for 5%, on Preliminary Total 1	
Provisional Sum for Contract Price Adjustment (CPA) (5%), on Preliminary Total 1	
Preliminary Total 2	
VAT 15 %	

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

TOTAL PROJECT CONSTRUCTION COST

UPGRADING OF GRAVEL ROAD IN SEKGOPO VILLAGE IN LIMPOPO PROVINCE (5.00KM)

C.122

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GREATER LETABA MUNICIPALITY

BID NUMBER:

CLOSING DATE:

CLOSING TIME:

DESCRIPTION.....

...

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

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

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

.....

...

.....

...

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

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

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

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

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

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

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

.....

FACSIMILE NUMBER

CODE

NUMBER.....

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)

YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

☐

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

☐

A REGISTERED AUDITOR

☐

(Tick applicable box)

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

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

YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE

OF

BIDDER

.....
.

DATE

.....
.

CAPACITY

UNDER

WHICH

THIS

BID

IS

SIGNED

.....
...

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

*Delete if not applicable

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. ** (ALL APPLICABLE TAXES INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
--	----------	-------------	---------------------------

- Required by:
- At:

- Brand and model
-
- Country of origin

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

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

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

PRICING SCHEDULE
(Professional Services)

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

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	 days
.....	R.....	 days
.....	R.....	 days
.....	R.....	 days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

*Delete if not applicable

MBD 4

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.....

.....

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:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 4

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.....

.....

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:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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 any municipality for more than three months 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 any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

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

* Delete if not applicable
***YES / NO**

such contract?

3.1 If yes, furnish particulars

.....
.....

***YES / NO**

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20.....
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on

Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

.....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

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

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

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

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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 *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



LEGEND	
CONTOUR INTERVAL = 0.5	
PROPOSED ROAD SURFACE	
EXISTING ROAD SURFACE	
PROPOSED EDGE BEAM	
EXISTING TAR ROAD	
EXISTING STORMWATER	
PROPOSED STORMWATER / V-DRAIN	
FENCE	
ELECTRICAL POLE	
POLESTAY	
TELKOM POLE	
TREES	
BENCHMARKS	
WATER METER	
TELEPHONE LINE	
MEDIUM VOLTAGE POWERLINE	
LOW VOLTAGE POWERLINE	
NEW CULVERTS	
EXISTING CULVERTS	
STREAM	

BENCHMARKS (SYSTEM WG 31 HARTERESHOEK DATUM)					
Name	Y	X	Elevation	Code	
BM1	104222.560	2613761.488	857.459	12mm Peg In Concrete	
BM2	104714.376	2613940.381	858.852	12mm Peg In Concrete	
BM3	105122.891	2614134.984	859.225	12mm Peg In Concrete	
BM4	105135.529	2614591.580	840.832	12mm Peg In Concrete	
BM5	105188.461	2615002.939	833.177	12mm Peg In Concrete	
BM6	105556.408	2615473.010	850.786	12mm Peg In Concrete	
BM7	105968.427	2615950.030	867.070	12mm Peg In Concrete	
BM8	106349.222	2615991.991	886.807	12mm Peg In Concrete	
BM9	106510.178	2615924.480	904.951	12mm Peg In Concrete	

MAIN ROAD A1				
NAME	CH	Y	X	DETAILS
PI	0.000	106349.575	2615870.240	L 698.016m
PI	0.000	106349.575	2615870.240	L 698.016m
BC	698.016	105727.791	2615553.047	R 1500.000m
PI	105860.827	105860.827	2615618.785	DA 5'45'20"
EC	848.686	105597.237	2615477.960	TL 75.398m
				AL 150.669m
PI	1208.837	105294.448	2615282.955	L 360.151m
BC	1208.837	105294.448	2615282.955	R 150.000m
PI	1282.256	105244.694	2615229.963	DA 28'02'40"
EC				TL 37.460m
				AL 73.419m
PI	1421.635	105176.753	2615108.264	L 139.380m
BC	1421.635	105176.753	2615108.264	R 150.000m
PI	1483.116	105161.555	2615081.040	DA 23'29'00"
EC		105158.464	2615050.016	TL 31.178m
				AL 61.481m
PI	1515.401	105155.264	2615017.890	L 32.285m
BC	1515.401	105155.264	2615017.890	R 50.000m
PI	1553.213	105153.295	2614998.126	DA 43'19'50"
EC		105165.425	2614982.398	TL 19.862m
				AL 37.812m
PI	1566.815	105173.731	2614971.628	L 13.602m
BC	1566.815	105173.731	2614971.628	R 60.000m
PI	1599.580	105183.992	2614958.323	DA 31'17'20"
EC		105185.851	2614941.624	TL 16.802m
				AL 32.765m
PI	1630.404	105189.262	2614910.989	L 30.825m
BC	1630.404	105189.262	2614910.989	R 60.000m
PI	1663.492	105191.140	2614894.117	DA 31'35'50"
EC		105183.900	2614878.762	TL 16.976m
				AL 33.087m
PI	1698.745	105168.866	2614846.876	L 35.253m
BC	1698.745	105168.866	2614846.876	R 60.000m
PI	1723.988	105163.403	2614835.288	DA 24'06'20"
EC		105163.148	2614822.479	TL 12.811m
				AL 25.244m
PI	1884.402	105159.963	2614662.097	L 160.413m
BC	1884.402	105159.963	2614662.097	R 750.000m
PI	1996.766	105158.845	2614605.821	DA 8'35'00"
EC		105166.140	2614550.008	TL 56.287m
				AL 112.364m
PI	2130.507	105183.472	2614417.394	L 133.741m
BC	2130.507	105183.472	2614417.394	R 300.000m
PI	2282.942	105193.568	2614340.151	DA 29'06'50"
EC		105164.806	2614267.754	TL 77.901m
				AL 150.435m
PI	2463.131	105098.279	2614100.295	L 180.189m

MAIN ROAD A1				
NAME	CH	Y	X	DETAILS
BC	2463.131	105098.279	2614100.295	R 250.000m
PI	2620.139	105068.303	2614024.842	DA 35'50'00"
EC		104999.714	2613981.398	TL 81.190m
				AL 157.008m
PI	2817.950	104832.604	2613875.552	L 197.811m
BC	2817.950	104832.604	2613875.552	R 280.000m
PI	2974.561	104764.671	2613832.524	DA 32'02'50"
EC		104684.260	2613832.099	TL 80.413m
				AL 156.611m
PI	3076.328	104582.494	2613831.561	L 101.767m
BC	3076.328	104582.494	2613831.561	R 500.000m
PI	3198.648	104521.028	2613831.236	DA 14'01'00"
EC		104461.470	2613816.033	TL 61.467m
				AL 122.321m
PI	3306.986	104356.498	2613789.237	L 108.338m
BC	3306.986	104356.498	2613789.237	R 600.000m
PI	3428.174	104297.587	2613774.199	DA 11'34'20"
EC		104236.856	2613771.285	TL 60.801m
				AL 121.188m
PI	3518.680	104146.454	2613766.947	L 90.506m
PI	3518.680	104146.454	2613766.947	L 90.506m

MAIN ROAD B				
NAME	CH	Y	X	LENGTH (m)
PI	0.000	106278.464	2615943.728	229.367
PI	229.367	106437.962	2615778.897	
PI	0.000	106278.464	2615943.728	229.367
PI	229.367	106437.962	2615778.897	

MAIN ROAD C				
NAME	CH	Y	X	LENGTH (m)
PI	0.000	106387.269	2615938.366	74.698
PI	74.698	106329.643	2615890.838	
PI	0.000	106387.269	2615938.366	74.698
PI	74.698	106329.643	2615890.838	

DETAILED				

REV	NOTES	DATE	APPROVED	DATE	APPROVED
D1	DETAILED	18/08/2022	V.M		
D2	DETAILED (UPDATED SETTING OUT TABLE)	09/01/2023	R.M Pr Tech Eng: 2019300534		



MARUNGANE PROJECTS

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DESIGNED	R.M
DESIGN CHECKED	V.M
APPROVED	DATE AUGUST 2022



GREATER LETABA MUNICIPALITY

44 Botha Stree
Civic Centre,
Modjadjiskloof

TEL: (015) 309 9246

**UPGRADING OF SEKGOPO STREETS
FROM GRAVEL TO PAVING (4,362 KM)**

ROADS AND STORMWATER LAYOUT

DRAWN BY:
MAR-2022-08-SEK-RD-LAY-01

SHEET 1 of 1

SCALE: N.T.S. SHEET: D1



BENCHMARKS (SYSTEM WG 31 HARTERBESHOEK DATUM)					
Name	Y	X	Elevation	Code	
BM1	104223.560	2613761.488	857.459	12mm Peg in Concrete	
BM2	104714.376	2613840.581	856.652	12mm Peg in Concrete	
BM3	105122.091	2614134.984	850.225	12mm Peg in Concrete	
BM4	105136.529	2614591.588	848.332	12mm Peg in Concrete	
BM5	105168.481	2615092.939	853.117	12mm Peg in Concrete	
BM6	105556.408	2615473.105	850.706	12mm Peg in Concrete	
BM7	105948.427	2615940.030	867.070	12mm Peg in Concrete	
BM8	105490.222	2615801.697	856.307	12mm Peg in Concrete	
BM9	106510.178	2615824.480	804.951	12mm Peg in Concrete	

MAIN ROAD A1					
NAME	CH	Y	X	DETAILS	
PI	0.000	106349.575	2615870.240	L 698.016m	
PI	0.000	106349.575	2615870.240	L 698.016m	
BC	698.016	105727.791	2615553.047	R 1500.000m	
PI	848.686	105660.627	2615518.785	DA 5'45"20"	
EC		105597.237	2615477.960	TL 75.399m	
				AL 150.669m	
PI	1208.837	105294.448	2615282.955	L 360.151m	
BC	1208.837	105294.448	2615282.955	R 150.000m	
PI	1282.256	105262.954	2615262.672	DA 28'02'40"	
EC		105244.694	2615229.963	TL 37.460m	
				AL 73.419m	
PI	1421.635	105176.753	2615108.264	L 139.380m	
BC	1421.635	105176.753	2615108.264	R 150.000m	
PI	1483.116	105161.555	2615081.040	DA 23'29'00"	
EC		105158.464	2615050.016	TL 31.178m	
				AL 61.481m	
PI	1515.401	105155.264	2615017.890	L 32.285m	
BC	1515.401	105155.264	2615017.890	R 50.000m	
PI	1553.213	105153.295	2614998.126	DA 43'19'50"	
EC		105165.425	2614982.398	TL 19.862m	
				AL 37.812m	
PI	1566.815	105173.731	2614971.628	L 13.602m	
BC	1566.815	105173.731	2614971.628	R 60.000m	
PI	1599.580	105183.992	2614958.323	DA 31'17'20"	
EC		105185.851	2614941.624	TL 16.802m	
				AL 32.765m	
PI	1630.404	105189.262	2614910.989	L 30.825m	
BC	1630.404	105189.262	2614910.989	R 60.000m	
PI	1663.492	105191.140	2614894.117	DA 31'35'50"	
EC		105183.900	2614878.762	TL 16.976m	
				AL 33.087m	
PI	1698.745	105168.866	2614846.876	L 35.253m	
BC	1698.745	105168.866	2614846.876	R 60.000m	
PI	1723.988	105163.403	2614835.288	DA 24'06'20"	
EC		105163.148	2614822.479	TL 12.811m	
				AL 25.244m	
PI	1884.402	105159.963	2614662.097	L 160.413m	
BC	1884.402	105159.963	2614662.097	R 750.000m	
PI	1996.766	105158.845	2614605.821	DA 8'35'00"	
EC		105166.140	2614550.008	TL 56.287m	
				AL 112.364m	
PI	2130.507	105183.472	2614417.394	L 133.741m	
BC	2130.507	105183.472	2614417.394	R 300.000m	
PI	2282.942	105193.568	2614340.151	DA 29'06'50"	
EC		105164.806	2614267.754	TL 77.901m	
				AL 152.435m	
PI	2463.131	105098.279	2614100.295	L 180.189m	

MAIN ROAD A1					
NAME	CH	Y	X	DETAILS	
BC	2463.131	105098.279	2614100.295	R 250.000m	
PI	2620.139	105068.303	2614024.842	DA 35'59'00"	
EC		104999.714	2613981.398	TL 81.190m	
				AL 157.008m	
PI	2817.950	104832.604	2613875.552	L 197.811m	
BC	2817.950	104832.604	2613875.552	R 280.000m	
PI	2974.561	104764.671	2613832.524	DA 32'02'50"	
EC		104684.260	2613832.099	TL 80.413m	
				AL 156.611m	
PI	3076.328	104582.494	2613831.561	L 101.767m	
BC	3076.328	104582.494	2613831.561	R 500.000m	
PI	3198.648	104521.028	2613821.236	DA 14'01'00"	
EC		104461.470	2613816.033	TL 61.467m	
				AL 122.321m	
PI	3306.986	104356.498	2613789.237	L 108.338m	
BC	3306.986	104356.498	2613789.237	R 600.000m	
PI	3428.174	104297.587	2613774.199	DA 11'34'20"	
EC		104236.856	2613771.285	TL 60.801m	
				AL 121.188m	
PI	3518.680	104146.454	2613766.947	L 90.506m	
PI	3518.680	104146.454	2613766.947	L 90.506m	

DETAILED

REV	NOTES	DATE	APPROVED	DATE	APPROVED
D1	DETAILED	18/08/2022	V.M		
D2	DETAILED (UPDATED SETTING OUT TABLE)	09/01/2023	R.M Pr Tech Eng: 2019300534		



MARUNGANE PROJECTS

MNINGINISI VILLAGE
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DESIGNED	R.M	DRAWN	
DESIGN CHECKED	V.M	DRAWING CHECKED	
APPROVED		DATE	AUGUST 2022



GREATER LETABA MUNICIPALITY

44 Botha Stree
Civic Centre,
Modjadiskloof

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MODJADIS KLOOF
0835

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**UPGRADING OF SEKGOPO STREETS
FROM GRAVEL TO PAVING (4,362 KM)**

ROADS AND STORMWATER LAYOUT

DRAWING NO:
MAR-2022-08-SEK-RD-LAY-02

SHEET 1 of 1

SCALE: N.T.S

SHEET: D1



LEGEND	
CONTOUR INTERVAL = 0.5	
PROPOSED ROAD SURFACE	
EXISTING ROAD SURFACE	
PROPOSED EDGE BEAM	
EXISTING TAR ROAD	
EXISTING STORMWATER	
PROPOSED STORMWATER / V-DRAIN	
FENCE	
ELECTRICAL POLE	
POLESTAY	
TELKOM POLE	
TREES	
BENCHMARKS	
WATER METER	
TELEPHONE LINE	
MEDIUM VOLTAGE POWERLINE	
LOW VOLTAGE POWERLINE	
NEW CULVERTS	
EXISTING CULVERTS	
STREAM	

BENCHMARKS (SYSTEM WG 31: HARTBEESHOEK DATUM)				
Name	Y	X	Elevation	Code
BM1	104223.560	2613761.488	857.459	12mm Peg In Concrete
BM2	104714.376	2613840.581	856.652	12mm Peg In Concrete
BM3	105121.291	2614134.984	856.125	12mm Peg In Concrete
BM4	105139.529	2614591.580	840.832	12mm Peg In Concrete
BM5	105168.461	2615087.939	833.177	12mm Peg In Concrete
BM6	105556.408	2615473.105	830.066	12mm Peg In Concrete
BM7	105968.427	2615580.130	887.070	12mm Peg In Concrete
BM8	106249.222	2615881.997	886.807	12mm Peg In Concrete
BM9	106510.178	2615824.480	904.951	12mm Peg In Concrete

MAIN ROAD A1				
NAME	CH	Y	X	DETAILS
PI	0.000	106349.575	2615870.240	L 698.016m
PI	0.000	106349.575	2615870.240	L 698.016m
BC	698.016	105727.791	2615553.047	R 1500.000m
PI	848.686	105660.627	2615518.785	DA 5°45'20"
EC		105597.237	2615477.960	TL 75.398m
				AL 150.669m
PI	1208.837	105294.448	2615282.955	L 360.151m
BC	1208.837	105294.448	2615282.955	R 150.000m
PI	1282.256	105262.954	2615262.672	DA 28°02'40"
EC		105244.694	2615229.953	TL 37.460m
				AL 73.419m
PI	1421.635	105176.753	2615108.264	L 139.380m
BC	1421.635	105176.753	2615108.264	R 150.000m
PI	1483.116	105161.555	2615081.040	DA 23°29'00"
EC		105158.464	2615050.016	TL 31.178m
				AL 61.481m
PI	1515.401	105155.264	2615017.890	L 32.285m
BC	1515.401	105155.264	2615017.890	R 50.000m
PI	1553.213	105153.295	2614998.126	DA 43°19'50"
EC		105165.425	2614982.398	TL 19.862m
				AL 37.812m
PI	1566.815	105173.731	2614971.628	L 13.602m
BC	1566.815	105173.731	2614971.628	R 60.000m
PI	1599.580	105183.992	2614958.323	DA 31°17'20"
EC		105185.851	2614941.624	TL 16.802m
				AL 32.765m
PI	1630.404	105189.262	2614910.989	L 30.825m
BC	1630.404	105189.262	2614910.989	R 60.000m
PI	1663.492	105191.140	2614894.117	DA 31°35'50"
EC		105183.900	2614878.762	TL 16.976m
				AL 33.087m
PI	1698.745	105168.866	2614846.876	L 35.253m
BC	1698.745	105168.866	2614846.876	R 60.000m
PI	1723.988	105163.403	2614835.288	DA 24°06'20"
EC		105163.148	2614822.479	TL 12.811m
				AL 25.244m
PI	1884.402	105159.963	2614662.097	L 160.413m
BC	1884.402	105159.963	2614662.097	R 750.000m
PI	1996.766	105156.845	2614605.821	DA 8°35'00"
EC		105166.140	2614650.008	TL 56.287m
				AL 112.364m
PI	2130.507	105183.472	2614417.394	L 133.741m
BC	2130.507	105183.472	2614417.394	R 300.000m
PI	2282.942	105193.568	2614340.151	DA 29°06'50"
EC		105164.806	2614267.754	TL 77.901m
				AL 152.435m
PI	2463.131	105098.279	2614100.295	L 180.189m

MAIN ROAD A1				
NAME	CH	Y	X	DETAILS
BC	2463.131	105098.279	2614100.295	R 250.000m
PI	2620.139	105088.303	2614024.842	DA 35°59'00"
EC		104999.714	2613981.398	TL 81.190m
				AL 157.008m
PI	2817.950	104832.604	2613875.552	L 197.811m
BC	2817.950	104832.604	2613875.552	R 280.000m
PI	2974.561	104764.671	2613832.524	DA 32°02'50"
EC		104684.260	2613832.099	TL 80.413m
				AL 156.611m
PI	3076.328	104582.494	2613831.561	L 101.767m
BC	3076.328	104582.494	2613831.561	R 500.000m
PI	3198.648	104521.028	2613831.236	DA 14°01'00"
EC		104461.470	2613816.033	TL 61.467m
				AL 122.321m
PI	3306.986	104356.498	2613789.237	L 108.338m
BC	3306.986	104356.498	2613789.237	R 600.000m
PI	3428.174	104297.587	2613774.199	DA 11°34'20"
EC		104236.856	2613771.285	TL 60.801m
				AL 121.188m
PI	3518.680	104146.454	2613766.947	L 90.506m
PI	3518.680	104146.454	2613766.947	L 90.506m

DETAILED

REV	NOTES	DATE	APPROVED	DATE	APPROVED
D1	DETAILED	18/08/2022	V.M		
D2	DETAILED (UPDATED SETTING OUT TABLE)	09/01/2023	R.M Pr Tech Eng: 2019300534		



MARUNGANE PROJECTS
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DESIGNED

DRAWN

DESIGN CHECKED

DRAWING CHECKED

APPROVED

DATE

AUGUST 2022



GREATER LETABA MUNICIPALITY

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**UPGRADING OF SEKGOPO STREETS
FROM GRAVEL TO PAVING (4,362 KM)**

ROADS AND STORMWATER LAYOUT

DRAWN BY

MAR-2022-08-SEK-RD-LAY-04

SHEET 1 of 1

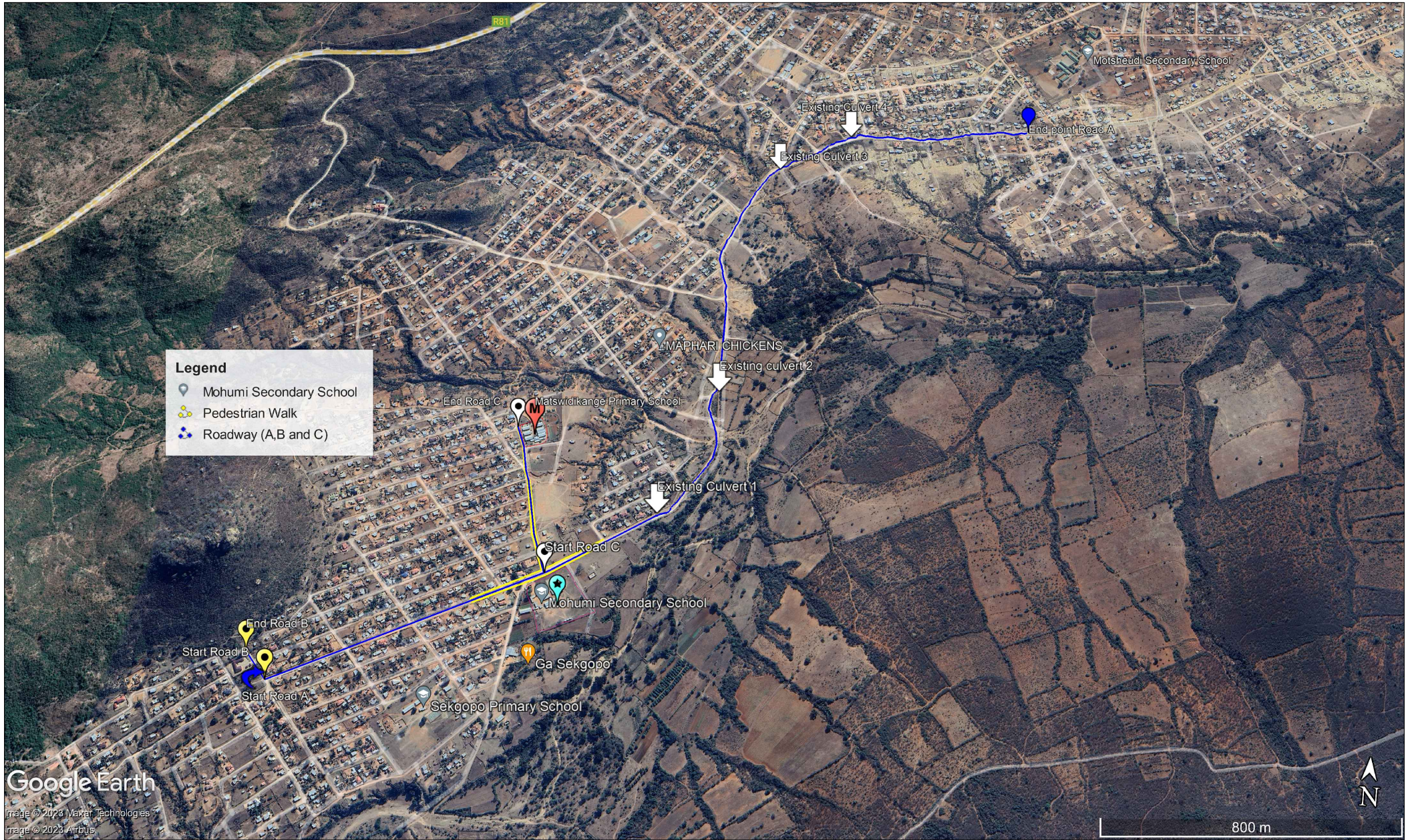
SCALE

N.T.S

SHEET

REVISION No

D1



REV	NOTES	DATE	APPROVED	DATE	APPROVED
D1	DETAILED	18/08/2022	V.M		
D2	DETAILED (UPDATED SETTING OUT TABLE)	09/01/2023	R.M Pr Tech Eng: 2019.3005.34		



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DRAWN	
DESIGN CHECKED	V.M
DRAWING CHECKED	
APPROVED	DATE OCTOBER 2023



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UPGRADING OF SEKGOPU MOSHATE STREET PAVING
AND STORMWATER CONTROL (4.34Km)
ROADS AND STORMWATER LAYOUT

SHEET 1 of 1	
DATE N.T.S	REVISION D1