

CIDB GRADING: 4 CE OR HIGHER

DESCRIPTION:	INSTALLATION OF PRECAST STORMWATER CULVERT AT TE	ENSION
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PILUSA GRAVEYARD

TENDER NO: 04/24/25

COMPULSORY BRIEIFING SESSION: 07 NOVEMBER 2024 @ 10H00

CLOSING DATE: 12 NOVEMBER 2024 @ 11H00

CONTACT PERSON	<u> </u>
TEL NUMBER	:
EMAIL ADDRESS	<u> </u>
BID AMOUNT (VAT INCLUSIVE)	:
CENTRAL SUPPLIER DATABASE REG. NO	.:

NEMORANGO CONSULTING ENGINEERS 10A HANS VAN RENSBURG STREET, POLOKWANE 0700

TEL NO: (015) 295 2023

FAX NO: (015) 295 2024/086 693 3169

CELL NO: 072 298 5436

E-MAIL: takalani@nemorango.co.za







TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD CIDB GRADING: 4 CE OR HIGHER

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TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD CIDB GRADING: 4 CE OR HIGHER

REQUEST FOR PROPOSAL NOTICE AND INVITATION

TENDER NOTICE

Bidders are hereby invited to submit tender offers for the project listed below:

NO	NOTICE NO.	PROJECT DESCRIPTION	CIDB GRADING	CONTACT	Minimum Number of Work Opportunities from this Project	COMPULSOR Y BRIEFING SESSION DATE
1	04/24/25	INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD	4 CE OR HIGHER	(015) 780 6300	20	07 November 2024 @ 10h00

The Tender documents are free at the municipal website and E-tender portal.

Tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders

Compulsory clarification meeting with the representative of the employer will be held on the **07**th **of November 2024**, starting **@ 10h00** and proceed to site. Any tender who arrives **10 minutes** later will not be allowed into the briefing.

Completed Tenders in black ink and clearly marked *Contract No and Contract Description* must be placed in the Tender Box, Ba-Phalaborwa Local Municipality, not later than **11h00 on the 12**th **of November. 2024.** At which hour and date, the Tenders will be opened in public at Ba-Phalaborwa Local Municipality's Office. Tenders shall remain valid for a period of 90 days from closing date and no late, faxed, e-mailed or other form of Tender will be accepted.

All SCM and Technical Enquiries shall be addressed to Mr. Mawela K at (015) 780 6300 Tender proposals will be evaluated in terms of the Supply Chain Management Policy of Ba-Phalaborwa Local Municipality and the lowest Tender will not necessarily be accepted and the right to accept the whole or part of any Tender or not to consider any Tender not suitably endorsed is fully reserved by Ba-Phalaborwa Local Municipality.

Bids will be evaluated in terms of Ba-Phalaborwa Local Municipality' Supply Chain Management Policy, the MFMA SCM Regulations, the Preferential Procurement Policy Framework Act and its Regulations, 2017, the General Condition of Contract (GCC) and, if applicable, any other special conditions of contract.

The Ba-Phalaborwa Local Municipality Supply Chain Management Policy as well as the following conditions shall apply:

- Canvassing of municipal staff or councillors will automatically disqualify any tender.
- The tender must be bound and include own documents and all SCM documents and the tender advertisement.
- A current Tax Clearance Certificate (original) or Tax Compliance Status (TCS) Pin must be supplied with the tender or the tender will not be considered and in case of a JV a Tax Clearance Certificates (original) or Tax Compliance Status (TCS) Pins for both companies must be submitted.
- Central Supplier Database (CSD) registration number to be provided.
- All prices must include 15% VAT.
- The municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors, to the municipality or municipal entity, or to any other municipality or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing from the local municipality. If a municipal account is not available, a copy of the lease agreement with a confirmation letter from the owner of the property that confirms in writing that the rental is paid up to date, or a letter from the Councillor of Headman in your village which states that the Tenderer does not pay rates and taxes and must indicate Tenderers name, ID no and address. Documentation for both companies is required, in case of a JV.
- Proof of registration with the CIDB must accompany the completed tender document or the tender will not be considered. In case of a JV, proof of registrations with the CIDB for both companies must be submitted.
- The successful bidder will be required to register on the Ba-Phalaborwa Local Municipality data base.
- Prices must be valid for a minimum period of 90days.
- The procedure for the evaluation will be in one stage and will be the price and preference point system.
- The tenders will be evaluated on the 80/20 preference points system as prescribed in the PPPFA; these documents will be available on the Ba-Phalaborwa Local Municipality website – www.wslm.gov.za
- Preferential Procurement Regulation 2022 specific goals principles will apply, whereby a qualified tenderer's submission will be evaluated according to the sum of the Award of Points in respect of the tender value and the status of the enterprise
 - □ Adjudication criteria are as follows:
 - 80 Points for Price
 - □ 20 Points for Specific Goals
- Potential service providers will have to achieve a minimum of 70 points out of 100 for their technical proposals before their financial proposals and specific goals are evaluated.
- All Certification must be certified by SAPS and not be older than three months



Witness

BA-PHALABORWA MUNICIPALITY

Fraud and Corruption Declaration Form

I (1	Name) duly authorized to act on behalf of (Company name)
	hereby declare to Ba-Phalaborwa Municipality that the company:
a.	it has declared to Ba-Phalaborwa Municipality any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
b.	None of the directors of the company is employed by the state;
c.	The company is not blacklisted by the national treasury;
d.	Has not negotiated or tried to negotiate with any municipal official to try to gain information or preference to
	win the bid, if found the bidder's details will be submitted to national treasury for blacklisting of the company;
e.	it has not granted and will not grant, has not sought and will not seek, has not attempted
	and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
f.	all the information submitted in the bid is truthful and there is no misrepresentation;
g.	it adheres to the Prevention and Combating of Corrupt Activities Act 12 of 2004;
h.	it is solvent and in a position to continue doing business for the period stipulated in the contract after contract
	signature, if awarded a contract by Ba-Phalaborwa Municipality;
i.	it has zero tolerance to Fraud and Corruption and has appropriate procedures in place to prevent and respond to
	Fraud and Corruption in line with the legislation.
Th	e Company understands that a false statement or failure to disclose any relevant information.
dis Pha sha	nich may impact upon Ba-Phalaborwa Municipality's decision to award a contract may result in the equalification of the company from the bidding exercise and/or the withdrawal of any offer of a contract with Ba alaborwa Municipality. Furthermore, in case a contract has already been awarded, Ba-Phalaborwa Municipality all be entitled to rescind the contract with immediate effect, in addition to any other remedies which the unicipality may have by contract or by law.
Co	ompany Name:
•••	
Na	ame and Title of duly authorized representative.
Na	me:
Da	te:Title:

Signature:

POINT SCORING

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Responsive bids will be evaluated using a point system which awards on the basis set out in the table below:

All Certification must be certified by SAPS and not be older than three months

Company experience :60 Points
 Profile of Key Staff :20Points
 Plant and Equipment :10 Points

• Methodology :10

Criteria	Scoring guide						
Company Experience: NB:	No SCORING CRITERIA WEIGHT SCORE						
Tender must submit Five(5) and							
successfully completed Road	1	1 Project		10			
construction projects, Out of	2	2 Project		20			
hose six at least two must be	3	3 Project		30			
CIDB grade 4CE or Higher to	4	4 Project		40		60	
qualify for maximum points.	5	5 or more proj	ect	60			
Note 1: Tenderers to submit	TO	ΓAL		60			
names complete with valid							
contact details, appointment							
etter and completion							
certificates. non-submission will							
result in loss of points.	ļ.,	S	1 5				
		Designation Designation					
			Contract Manager: Points: 8				
	cts	, er	5: N. Dip: Civil E				
	Contracts	Manager	than 5 years' 8: Pr. Eng.: Civil, I	ivil: Civil			
Specific Personnel Knowledge –	S	Š	with more th				
certified copies of Academic			Site manager:				
qualification certificates need to	<u></u>		Points: 6				
be attached for functionality	Site manager		3: N. Dip: Civil E	n more	20		
points scoring otherwise no			than 5 years'	•			
points will be allocated	Site		6: B.TECH Civil: C exp.	Civil with more	than 5yrs		
		_	Site Forman:			1	
	ion '	2	Points: 3	1161			
	ruct	2	0: No formal qua 2: Certificate N6		nσ		
	Construction	eman	5: National Diplo	-	_		
	S d	er	more than 5	_	-		

1			'
		Safety Officer:	
	tior 2r/s er	Points: 3	
	Construction Supervisor/sa fety officer	3: SACPCMP registered and 3 Yrs. exp. post qualification.	
	Required plant	Points	
List of plant-	1xTLB	1	10
1. Tenderer to submit proof of	1xExcavator	1	10
ownership with certification not	1xGrader	1	
older than three months	3xTipper Truck	2	
	1x Roller	1	
certified by SAPS.	1xRide on compac		
2. And in case of hiring, a letter of	roller		
intent must be submitted with	2x LDVs	2	
proof of ownership with	1 x Water Tanker	1	
	Total points	10	
certification not older than three	<u> </u>	-	
months.			
Bidders will score full points			
where the total minimum plant			
required has a letter of intent			
and also proof of ownership by a			
rental company			
Methodology	Full comprehensive information tailored 10: Methodology	10	
Functionality Threshold (Minimum	n score)		70
Total Points for Functionality			100

- Ba-Phalaborwa Local Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole or part of any bid.
- No emailed or faxed documents will be accepted.
- It is the responsibility of the Tenderer to ensure that tenders sent via courier is placed in the Tender Box before the advertised closing date and time.
- An original B-BBEE Verification Certificate or certified copy must be submitted with the bid, and in case of a consortium or joint venture, a consolidated B-BBEE Verification Certificate must be submitted
- A consolidated bank account will be required if the winning bidder is a consortium or joint venture before any payments will be made.
- The successful tenderer will be requested in certain circumstances to enter into a Service Level Agreement.
- Bids which are late, incomplete and unsigned will not be accepted including couriered documents
- The following Municipal Bid Documents are compulsory documents and must be included in the tender document:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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- MBD 1(Compulsory)
- ➤ MBD 4(Compulsory for all shareholders and or directors.)
- ➤ MBD 6.1(Compulsory)
- ➤ MBD 8(Compulsory)
- ➤ MBD 9(Compulsory)
- Failure to complete all supplementary information and the RETURNABLE SCHEDULES including requested MBD Forms not completed in full and signed will result in the tender being disqualified.
- The municipality reserves the right to request minor documents from responsive bidders which will
 not have an impact on the final award of the tender.

An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations)

Ms. J.B Selapyane Acting Municipal Manager

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD CIDB GRADING: 4 CE OR HIGHER

T1.2 TENDER DATA

General

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

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

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

Clause No.	TENDER DATA
F1.1	The Employer is:
	BA-PHALABORWA LOCAL MUNICIPALITY PRIVATE BAG X01029, PHALABORWA, 1390
	CIVIC CENTRE NELSON MANDELA DRIVE
	PHALABORWA,
	1390
F.1.2	The Tender document's contents is as follows:
	THE TENDER
	Part T1: Tender Procedures (Pink)
	T1.1 Tender notice and invitation to Tender
	T1.2 Tender Data
	Part T2: Returnable Documents (Pink)
	T2.1 List of returnable documents

					1	
Contractor	Witness 1	Witness 2	Employer	Witness 1		Witness 2

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and Contract Data (Yellow) C1.1 Form of Offer and Acceptance C1.2 **Contract Data** C1.3 Form of Guarantee C1.4 Occupational Health and Safety C1.5 Corporate Governance Breach Clause Part C2: Pricing Data (Yellow) C2.1 **Pricing Instructions** C2.2 Bill of Quantities Part C3: Scope of Work (Blue) C3.1 Description of Works C3.2 Engineering C3.3 Construction C3.4 Procurement C3.5 Management of Works C3.6 Health and Safety C3.7 **Technical Specifications** Part C4: Site Information (White) C4 Site Information F1.3 Interpretation The Tender data and additional requirements contained in the Tender schedules that are included in the returnable documents are deemed to be part of these Tender conditions. F.1.4 The Principal Agent is: (Nemorango Consulting Engineers) The Employers' (Principal Agent) Representative is: Nemorango Consulting Engineers Telephone: (015) 295 2023 E-mail Address: takalani@nemorango.co.za Reject or Accept F.1.5 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 bidder for such a cancellation and rejection, but will give written reasons for such action upon written request to do so. **Eligibility requirements** F2.1 Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders F.2.2 **CIDB Requirements** Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an 4 CE OR HIGHER class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 4 CE 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 an 4 CE OR HIGHER class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. The bulk of the work for this Contract is Steel security fencing, however it also includes civil, electrical and control & instrumentation aspects. Should these portions be sub-contracted, each Sub-Contractor shall have a sufficient CIDB grading in their field to cover their portion of the Contract price. An indication of the portion of the total Contract price allocated to each Sub-Contractor as well as proof of each Sub-Contractors CIDB grading shall be included in the Tenderers submissions. F.2.3 Cost of Bidding Accept that the Employer will not compensate the Bidders for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements F.2.4 **Check documents** The Tenderer shall satisfy himself that the set of tender documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything else in the tender document is indistinct, or if doubt exists as to the meaning of any description, or if the tender document contains any obvious errors, the Tenderer shall immediately notify the Employer's Agent accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as Ba-Phalaborwa Local Municipality or the Agent will not accept any responsibility or consider any claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period. F.2.5 Confidentiality and copyright of documents

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Contractor	Witness 1		Witness 2		Employer		Witness 1		Witness 2

Witness 2

	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 proposal offer in response to the invitation.									
F2.6	Reference Documents									
	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference									
F2.7	Acknowledge Addenda									
			nents, which the employer may issue, and stated in the Tender data, in order to take							
F.2.8	The arrangements for a compu	lsory briefing/clarifi	cation meeting are:							
	Date: 07 November 2024 Time: 10H00	Location: 23°55'46.00"S	30°59'31.3"E							
	completion in full of the fields redisqualification.	required on the atte	at the compulsory briefing session. Non- ndance register may lead to automatic							
F.2.9	At least one member of the JV be Seek clarification	represented at the c	ompulsory clarification meeting.							
1.2.3	Questions or queries must be submitted to the Employer at least five (5) working days before the stipulated closing date and time of the Tender. However, Ba-Phalaborwa Local Municipality shall not be liable nor assume liability for failure of the bidder to receive response to any questions and / or queries raised by the bidder by the closing time.									
F.2.10	Pricing the Tender									
	State the rates and prices in Sout	h African Rand (ZAR)).							
	-	` '	by Ba-Phalaborwa Local Municipality.							
F.2.11	Alterations to documents									
	with instructions issued by the em signatories to the Tender offer sh	nployer, or necessary nall sign next to all s	te proposal documents, except to comply to correct errors made by the bidder. All such alterations. Erasures and the use of only original documents will be accepted.							
F.2.13	Submitting a Tender offer									
	No late, faxed, emailed or other form of Tender will be accepted. Completed Tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked:									
	"TENDER NO: 04/24/25"									
	"INSTALLATION OF PRECAST GRAVEYARD"	STORMWATER CUL	VERT AT TENSION PILUSA							
	And must be placed in Tender Bo	x at Ba-Phalaborwa I	Local Municipality,							
	ı									

Witness 2

Contractor

Employer

Accept that the tender submitted to the employer cannot be withdrawn or substituted.

No substitute tender offers will be considered.

All Tenders received by Ba-Phalaborwa Local Municipality will remain in the Company's possession.

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

To facilitate review of this Tender by Ba-Phalaborwa Local Municipality, it is requested that submissions conform to the following format:

- 1. **Coversheet:** List Tender Statement, the name of your firm, and the name, address and telephone number of a contact person for questions concerning the Tender submitted.
- 2. **Executive Summary:** Provide a brief overview of the project, description of the overall approach to the project, key features of the technologies offered, and an overview of the performance guaranteed.
- 3. Relevant Experience and Reference Projects: Information of similar sized projects completed by the Tenderer (in South Africa and worldwide) using the specific technologies requested must be provided. The referenced projects must be comparable in size, complexity and performance achieved to the tendered project. Operation and maintenance experience must also be included here.
- 4. **Project Team:** Provide a project team organogram showing the structure and composition of the proposed team. A CV highlighting the relevant project specific experience for each team member must be supplied. Permanent staff and contracted staff must be distinguished.
- 5. **Project Schedule:** A detailed project schedule must be submitted showing details with respect to the different phases of the project as well as the different aspects pertaining to engineering, procurement, construction, installation, commissioning and start up. The key milestones during the project must be indicated.
- 6. **Steel Fencing and Electrical**: All information asked for regarding the steel fencing and electrical equipment shall be included here.

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. Responsive Tenders are ONLY those Tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM C Authority of Signatory".

The above is to be read in conjunction with F3.11 below as well as the Project Specifications detailed in Section C3: Scope of Works.

F.2.15 | Closing time

Closing date: 12 November 2024

Closing Time: 11h00

F.2.16 Tender offer validity

The Tender offer validity period is 90 Days.

F.2.17 Provide other information

The bidders are required to submit following documents and if requested to resubmit in case if it was not initially submitted, it will result in automatic disqualification:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(1) an original valid Tax Clearance Certificate issued by the South African Revenue Services; (2) completion of MBD 2, 4, 5, 6.1, 7.1, 8 and 9 forms (3) copy of municipal Statement or letter from landlord stating not older than 3 months (4) In case of Joint Venture – the Joint Venture Agreement (5) Letter of intent to submit Third Party Liability Insurance and All risk contractors insurance to cover this contract NB: - Please note that non-compliance to specification may be deemed as an automatic disqualification. Service Providers must quote for all aspects as per the specification. F2.18 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 eligibility requirements. F.2.20 Certificates The Tenderer is required to submit with his Tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this Tender Document. F3.4 Opening of tender Tenders will be opened in public at the Ba-Phalaborwa Local Municipality. F3.5 Two-envelope System A two-envelope procedure will **NOT** be followed. F3.6 Non-disclosure After the opening of the Tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of Tender offers and recommendations concerning the award of the Tender shall be disclosed to any other Bidder or persons not concerned with such process until the award of the Tender has been announced by Ba-Phalaborwa Local Municipality. F3.9 Arithmetical errors, omissions and discrepancies Ba-Phalaborwa Local Municipality is to check BID offers for arithmetical errors in the following manner: a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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	Contractor	Witness 1	Witness 2	ļi	Employer	Witness 1		Witness 2

F3.11 Evaluation of tender offers

The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this Tender will be in terms of the Supply Chain Management Policy of Ba-Phalaborwa Local Municipality and the Preferential Procurement Regulations of 2011.

If the submitted Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrant **REJECTION OFTHE TENDER**, for example:

- Certified or scanned copies of Tax Clearance Certificates. (Only valid original tax clearance certificates must be attached to the Tender document).
- Non submission of company registration certificates.
 Pages that were to be completed being removed from the Tender document and have therefore not been submitted.
- Failure to fully complete form of offer.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of Tippex or any erasable substance.
- Failure to attend compulsory briefing meetings
- The Tender has not been properly signed by a party having the authority to do so, according to the Form D- "Authority for Signatory".
- No authority for signatory submitted.
- Particulars required in respect of the proposal have not been provided non-compliance of Tender requirements and/or specifications.
- The Bidder's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Proposal has been submitted after the relevant closing date and time.
- If any municipal rates and taxes or municipal service charges owed by that Bidder or any of its directors to the company, or to any other company or municipal entity, are in arrears for more than three months (90 days).
- If any Bidder who during the last five years has failed to perform satisfactorily on a previous contract with the company or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory.

2. Good standing with SA Revenue Services

- Determine whether an original valid tax clearance has been submitted.
- To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table in the returnable document schedule authorising Ba-Phalaborwa Local Municipality to check TCC for tender purposes only.

If the Tender does not meet the requirements contained in the Ba-Phalaborwa Local Municipality Supply Chain Policy, and the mentioned framework, it will be rejected and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

3. Penalties

Ba-Phalaborwa Local Municipality will, if upon investigation it is found that a preference in terms of the Preferential Procurement Policy Framework Act, 2000 and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

 Cancel the contract and recover all losses or damages incurred or sustained from the Bidder.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from BA-Phalaborwa Local Municipality for a period of 5 years and blacklisted on the National Treasury database of restricted suppliers.

4. Evaluation Criteria

Ba-Phalaborwa Local Municipality will establish a Bid Evaluation Committee (BEC) whose responsibility it is to make recommendations to the Bid Adjudication Committee (BAC). The Bid Evaluation Committee will short list and evaluate the bid document in accordance with the criteria below and make recommendations to the BAC.

- 1) Pre compliance evaluation to be done and pre-qualified bidders goes through for the functionality evaluation. Where some pre compliance information is not provided the Ba-Phalaborwa Local Municipality supply chain will contact the responsible bidder to submit within 5 working days and failure to do so will result in disqualification.
- 2) Score Bid evaluation points for functionality and exclude all Bids that do not achieve 70% for functionality. Confirm that Bidders progressing to second stage are eligible for the preferences claimed, and if so, score Bid evaluation points for preference
- 3) Score Bid evaluation points for price and preference points.
- 4) Calculate total Bid evaluation points, to two decimal places.
- 5) Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- 6) Recommend Bidders with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

FUNCTIONALITY CRITERIA: -

Note: The minimum required score/threshold for functionality is **70%**. Bidders scoring less than **70%** on functionality shall not proceed to the next stage of the evaluation.

Functionality criteria maximum points in respect of each criterion shall be as set out at the bottom of this table.

All Tender submission will be evaluated by at least three evaluators against the Table below. Tenderers shall ensure that their tender submissions are sufficiently detailed and that all required information is included in their submissions. Information not provided will result in zero points awarded for the respective item.

The minimum number of evaluation points for functionality is **70%**. Submissions that do not meet these criteria shall not be considered in further evaluations.

Tender evaluation points

Tender evaluation points will be allocated as per the Supply Chain Management policy and the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 including the following:

The following preference point systems are applicable to all bids:

the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and

Contractor	Witness 1	•	Witness 2	•	Employer	_	Witness 1	_	Witness 2

• the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

Preference points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

POINTS		
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and specific goals must not exceed	100	100

Regulations of disputes, objections, complaints and queries will be handled in accordance with the Supply Chain Management Policy of Ba-Phalaborwa Local Municipality.

F3.17 Provide copies of the contracts

The number of paper copies of the signed contract to be provided by the Employer is one.

BID Award

Ba-Phalaborwa Local Municipality requires bidders to perform work of high quality as set out in this bid.

The lowest tender will not necessarily be accepted and Ba-Phalaborwa Local Municipality reserves the right to accept a tender either as a whole or in part, has the right to award the bid to more than one bidder, or not accept any bid.

The additional conditions of the proposal are:

- 1) Ba-Phalaborwa Local Municipality may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project.
- 2) Ba-Phalaborwa Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidders shall provide all reasonable assistance in such investigations.

							-	
Contractor	Witness 1	•	Witness 2	•	Employer	Witness 1	•	Witness 2

1.1 TECHNICAL / FUNCTIONALITY EVALUATION

Potential service providers will have to achieve a minimum of **70 points out of 100** for their technical proposals before their financial proposals and specific goals status are evaluated. This is required so that there is a level of comfort that the potential service provider can deliver the project with the required professionalism and quality.

1.1.1 SCORING PROCESS

The Technical /Functional Evaluation Task Team will be established to determine the following:

- Whether or not the Bidder understood the project specifications.
- The bidders experience with similar projects.
- The suitability of the bidder's proposed Plant and Equipment.
- The quality of the methodology proposed.

No alteration of technical/functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate their proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses would be made in writing. No interviews will be conducted in this regard.

POINT SCORING

Responsive bids will be evaluated using a point system which awards on the basis set out in the table below:

All Certification must be certified by SAPS and not be older than three months

Company experience :60 Points
 Profile of Key Staff :20Points
 Plant and Equipment :10 Points

Methodology :10

Criteria	Scori	ng guide				Maximun Weights
Company Experience: NB:	No	SCC	RING CRITERIA	WEIGHT	SCORE	
Tender must submit Five(5) and						
successfully completed Road	1	1 Project		10		
construction projects, Out of	2	2 Project		20		
those six at least two must be	3	3 Project		30		
CIDB grade 4CE or Higher to	4	4 Project		40		60
qualify for maximum points.	5	5 or more proj	ect	60		
Note 1: Tenderers to submit	TOI	AL		60	l	
names complete with valid						
contact details, appointment						
etter and completion						
certificates. non-submission will						
result in loss of points.						
	[Designation	De	esignation		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TENDER NO: 26/23/24			ļ
		Contract Manager:	
		Points: 8	
Specific Personnel Knowledge – certified copies of Academic	Contracts Manager	 5: N. Dip: Civil Engineering with more than 5 years' exp. 8: Pr. Eng.: Civil, Pr. Tech Eng.: Civil: Civil with more than 5yrs exp. Site manager:	
qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated	Site manager	Points: 6 3: N. Dip: Civil Engineering with more than 5 years' exp. 6: B.TECH Civil: Civil with more than 5yrs exp.	20
	Construction Supervisor/for eman	Site Forman: Points: 3 O: No formal qualification 2: Certificate N6 Civil Engineering 5: National Diploma Civil Engineering with more than 5 yrs. exp.	
	Construction Supervisor/sa fety officer	Safety Officer: Points: 3	
	Constructic Supervisor, fety officer	3: SACPCMP registered and 3 Yrs. exp. post qualification.	
List of plant-	Required plant	Points	
	1xTLB	1	10
1. Tenderer to submit proof of	1xExcavator	1	
ownership with certification not	1xGrader	1	
older than three months	3xTipper Truck	2	
certified by SAPS.	1x Roller	1	
2. And in case of hiring, a letter of	1xRide on compac	ition 1	
intent must be submitted with	2x LDVs	2	
proof of ownership with	1 x Water Tanker	1	
certification not older than three	Total points	10	
months.			
Bidders will score full points			
where the total minimum plant			
required has a letter of intent			
and also proof of ownership by a			
rental company			
			<u> </u>

		1							
Contractor	Witness 1	•	Witness 2	•	Employer	•	Witness 1	•	Witness 2
Contractor	Witness 1		Witness 2		Employer		Witness 1		Witness 2

BA-PHALABORWA LOCAL MUNICIPALITY INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD TENDER NO: 26/23/24

Methodology	Full comprehensive methodology taking into account all relevant			
	information tailored to this project.			
	10: Methodology	10		
Functionality Threshold (Minimum score)				
Total Points for Functionality				

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD CIDB GRADING: 4 CE OR HIGHER

T 2.1 LIST OF RETURNABLE DOCUMENTS

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

Contractor	Witness 1	Witness 2	l	Employer	1	Witness 1]	Witness 2

THE BIDDER MUST COMPLETE AND SIGN THE FOLLOWING RETURNABLE SCHEDULES:

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

INDEX		PAGE NO					
ADVERTIS	SEMENT						
STANDAR	D CONDITIONS OF BIDDING						
	SECTION 1: ADMINISTRATIVE COMPLIANCE						
MBD 1	INVITATION TO BID						
MBD 2	TAX CLEARANCE REQUIREMENTS						
MBD 3.1	PRICING STRUCTURE: FIRM PRICES SERVICES						
MBD 4	DECLARATION OF INTEREST						
MBD 5	DECLARATION OF PROCUREMENT ABOVE R10 MILLION						
MBD 6.1	PREFERENCE POINT SCHEDULE						
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES						
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION						
FORM A	MUNICIPAL SERVICES, RATES AND TAXES OR RENTAL AGREEMENT WITH LANDLORD: Copy of Municipal Statement not older than 3 months before date of closing of bid OR a Copy of Lease agreement accompanied by the lessor's municipal rates and taxes. Rates and taxes must not be in arrears for longer than 90 (ninety) days of date of closing of bid.						
FORM B	NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE						
FORM C	AUTHORITY OF SIGNATORY						
FORM D	FINANCIAL REFERENCES/ BIDDERS'S CREDIT RATING AND DETAILS OF BIDDERS BANKING INFORMATION						
FORM E	RECORD OF ADDENDA TO TENDER DOCUMENTS						
FORM F	CERTIFICTE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)						
FORM G	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT						
FORM H	CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS						
FORM I	CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER						
FORM J	PROGRAM OF WORKS						
FORM K	EXPERTISE OF THE KEY PERSONNEL						
FORM L	SANS/SABS/ISO CERTIFICATION OR TQM CERTIFICATION OR OTHER CERTIFICATES REQUIRED IN TERMS OF THE REGULATORY AUTHORITY AS SET OUT IN THE SPECIAL CONDITIONS OF CONTRACT						
FORM M	LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS' INSURANCE TO COVER THIS CONTRACT						
FORM N	COPY OF COMPANY REGISTRATION DOCUMENTS						

Contractor	Witness 1	 Witness 2	Employer	Witness 1	1	Witness 2

FORM O	AUDITED FINANCIAL STATEMENTS FOR THE PAST THREE FINANCIAL YEARS ON	
	CONTRACTS OVER R10 M VALUE	
FORM P	DECLARATION FOR SUB-CONTRATING AS CONDITION OF TENDER FOR CONTRACT	
	ABOVE R30 MILLION	
FORM Q	PREFERENTIAL PROCURMENT REGULATION 9: IMPLEMENTATION PLAN	
FORM R	TARGETED ENTERPRISES DECLARATION AFFIDAVIT	
FORM S	LETTER OF UNDERTAKING FROM A TARGETED ENTERPRISE TO ACT AS A SUB- CONTRACTOR	
FORM T	COMPANY PROFILE AND EXPERIENCE	
FORM U	TECHNICAL IMPLEMENTATION	
FORM V	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	
FORM W	LIST OF COMPANY OWNED PLANT AND ASSURANCE LETTER TO HIRE	
FORM X	PROPOSAL BROCHURE	

Returnable Documents that will be incorporated into the contract

	CONTRACT DOCUMENTS	
C1.1	Offer Portion of Form of Offer and Acceptance	
MBD 7.2	CONTRACT FORM: WORKS	
	PART 1: (TO BE COMPLETED BY THE BIDDER)	
	PART 2: (TO BE COMPLETED BY BA-PHALABORWA LOCAL MUNICIPALITY)	
C1.2	Contract Data (Part 2)	
C1.3	Form of Guarantee (Third party Liability and All risk insurance)	

				1		
Contractor	Witness 1	Witness 2	Employer		Witness 1	Witness 2

T2.1.1 IMPORTANT: Required Returnable Documentation:

Please ensure that the following supporting documents are attached to your Bid Document. Failure to submit the below mentioned documents will result in disqualification of your bid.

Item	Description of Document/Proof Sought	To be completed by the Bidder: Please fill in Yes or No if Proof/ Documentation attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if Proof/ Documentation attached
1	A valid Tax Clearance Certificate/SARS		
	issued pin		
2	Certified Copy of ID documents of owners/members/shareholders (see Bidders Information Section).		
3	Copy of Municipal Statement not older than 3 months OR Letter from landlord stating that you are renting from his/her property OR Copy of Lease agreement and Contact details (Statement and arrears should not be older than 3months)		
4	Current Certificate of Good Standing from Compensation Commissioner		
5	Programme of Works		
6	Expertise of the Key Personnel		
7	Letter of intent to submit Third Party Liability Insurance and All Risk Contractors Insurance to cover this contract		
8	Occupational Health & Safety Plan		

			F.		
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.2 Other Returnable Documents required for the evaluation

Item	Description of Document/Proof Sought	To be completed by the Bidder: Please fill in Yes or No if Proof/ Documentation attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if Proof/ Documentation attached
1	Copy of Company/ Registration Documents (see Bidders Information Section). – Failure to submit will result in disqualification.		
2	Original or Certified copy of BBBEE Verification certificate from an accredited Verification Agency – failure to submit will result in a zero score for BBBEE Contribution Level Status points awarded.		
3	For companies: A letter from the auditors confirming shareholding percentages. – Failure to submit will result in disqualification.		
4	Audited Financial Statements for the past three financial years - failure to submit this information will result in disqualification		
5	Certificate that there are no outstanding commitments for municipal rates and taxes for more than 90 days for the bidder and any of its directors – failure to submit this information will result in disqualification.		
6	Proof of CSD registration (Supplier number and unique reference ID) – failure to supply this information will result in disqualification. This tender may not be awarded to a person who is not registered on the CSD database.		

		 		 	_	
Contractor	Witness 1	Witness 2	Employer	Witness 1		Witness 2



TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD CIDB GRADING: 4 CE OR HIGHER

T2.2 RETURNABLE SCHEDULES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR 04/24/25 INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD CLOSING DATE: 12 NOVEMBER 2024. TIME: 11:00

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

Completed Tender documents with attached documents, if any, must be completed in Ink and submitted in a sealed envelope and clearly marked "<u>TENDER NO: 04/24/25"</u> to be placed in Tender Box at Ba-Phalaborwa Local Municipality's Office.

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

The box is generally open during office hours: 07:00 – 16:00 Mondays to Fridays.

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

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

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

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

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

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

Supporting documents where required

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

partner									
NAME OF ENTERPRISE									
PHYSICAL ADDRESS:									
POSTAL ADDRESS:									
CONTACT PERSON									
TELNO:		0	CELLNO:						
FAXNO:		E	MAIL:						
COMPANY REGISTRATION									
VAT NUMBER:			TAX REF NU	MBE	₹:				
CENTRALISED SUPPLIE	R DATABASE (CSD) NUME	BER:	ER: MAAA					
CIDB REGISTRATION NU	IMBER								
CIDB GRADING									
BA-PHALABORWA LOCA COMPULSORY):	AL MUNICIPALI	TY VENDO	R NUMBER (N	ОТ					
TOTAL BID PRICE/VALUE BOQ/PRICING SCHEDUL		ARRIED OV	ER FROM		R		INC	CLUDINGV	ΔT
TOTAL NUMBER OF ITE	MS OFFERED								
* PREFERENCE POINTS PER FORM MBD 6.1	CLAIMED AS	B-BBEE [LEVEL_				E E attached	Yes	No	
ARE YOU THE ACCREDI' GOODS/SERVICES/WOR			SOUTH AFRIC	CA FO	OR THE		Yes	No	
DISABLED [9	%] WOI	MEN[%]	,	YOUTH [%]			
*IF YES, WHO WAS A VERIFICATION AGE NATIONAL ACCREDIT A REGISTERED AUDI A SMOOTH AFFIRMANT	NCY ACCRE ATION SYST	DITED B	Y THE SOUT	ГН А	FRICAN				
A SWORN AFFIDAVIT (tick applicable block)									

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

WORKS C)FFERED	?							
YES		NO]					
NAME A	NDSURN	λME:							
SIGNATI	URE OFB	DDER:							
CADACI	TV LINIDEI		TUIC DID	ISSIGNED:					
DATE:									
	I IIDIES D	EGAPDIN	C THE BI		CEDITE	AND TE	CHNICAI	INEODM	IATION MAY B
DIRECTE		<u>-GARDIN</u>	G IIIL DII	DDING FRO	OCLOURL	AND IL	CHNICAL	IIVI OKIVI	ATION MAT B
SUPPLY (CHAIN BIL	DDING PR	OCEDUR	ES:					
CONTACT	PERSON	l:							
CONTACT	DETAILS	S: () .							
E-MAIL:									
			BE DIREC						
CONTACT	PERSON	l:							
CONTACT	DETAILS	5: ()							
Ξ-MAIL:									

MBD 2

TAX CLEARANCE CERTFICATE REQUIREMENTS

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

NEED A TAX CLEARANCE? GO ONLINE

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

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

Is your tax compliance status green?

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:

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

TCS Details					
Tax payer name					
Trading Name					
Purpose of request	TENDER				
Request Reference number					
PIN					
PIN EXPIRY DATE					
Note: Bidders may attach the	eir Tax compliance s	tatus printout to	o the bidding	g document.	
I,in	my capacity as		_ duly appoir	nted as authoris	sed
signatory holder, hereby grant l	Ba-Phalaborwa Loca	I Municipality pe	ermission to d	check the TCC	status of
	and it is duly und	erstood that the	search is for t	ender purpose	s only.
NAME AND SURNAME		ESIGNATION			
DATE		GIGNATURE			
EOD BA DUA	LABORWA LOCAL I	MIINICIDALITY (OFFICE LISE	ONI V	
FOR BA-FITA	VERIFIED		OFFICE USE	ONLT.	

MBD 3.1

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

	NAME OF BIDDER: TENDER NUMBER: 04/24/25: INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION						
<u>PILU</u>	PILUSA GRAVEYARD CLOSING DATE: 12 NOVEMBER 2024 TIME: 11H00						
OFFE	ER TO BE VALID FOR NINETY C	CONSECUTIVE (90)	<i>DAYS</i> FROM T	HE CLOSING D	ATE OF BID.		
-	REQUIRED BY:						
-	AT:						
-	BRAND AND MODEL				OFFERED		
-	COUNTRY OF ORIGIN						
-	DOES THE OFFER COMPLY WI	TH ALL SPECIFICA	ATIONS?	YES/NO*			
-	IF NOT TO SPECIFICATION, IND AND DRAWINGS ON DEVIATION		N(S) AND SUBN	IIT FULL TECH	NICAL DETAIL		
-	DELIVERY PERIOD:		DAYS/WEEKS	MONTHS			
-	DELIVERY BASIS:	_	_ FIRM/NOT FI	RM			
	Contractor Witness 1	Witness 2 Ei	mployer	Witness 1	Witness 2		

MBD 4

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their positioning relation to the evaluating/adjudicating authority.
- 3. A Person who is an advisor or consultant contracted with the municipality.

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

the	bid.		
4.1	Full Name of bidder or his or her representative:		
4.2	Identity Number:		
4.3	Position occupied in the Company (director, trustee, shareholder²):		
4.4	Company Registration Number:		
4.5	Tax Reference Number:		
4.6	VAT Registration Number:		
4.7	The names of all directors / trustees / shareholders members, their individual ider and state employee numbers must be indicated in paragraph 5 below.	ntity numbe	rs
4.8	Are you presently in the service of the state? If so, furnish particulars.	YES / NO	١
4.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars.	YES / N	Ю
4.10	in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If so, furnish particulars.	YES / N	Ю

		-
4.11	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? If so, furnish particulars.	YES / NC
4.12	Are any of the company's directors, trustees, managers, principle shareholin service of the state? If so, furnish particulars.	Iders or stakeholders YES / NO
4.13	Are any spouse, child or parent of the company's directors, trustees, mana shareholders or stakeholders in service of the state? If so, furnish particulars.	gers, principle Y ES / NC
4.14	Do you or any of the directors, trustees, managers, principle shareholders, company have any interest in any other related companies or business wibidding for this contract? If so, furnish particulars.	

Witness 2

Witness 1

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

	FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER
	 any provincial legislature; or the national Assembly or the national Council of particle an official of any municipality or municipal entity; an employee of any national or provincial department, of the public Finance Management Act, 1999 (Act No a member of the accounting authority of any national of an employee of Parliament or a provincial legislature. 	ntity; national or provincial public entity or constitutio 1 of 1999); or provincial public entity; or	
	<u>CER</u>	<u>TIFICATION</u>	
I, THE U CERTIF	NDERSIGNED (NAME) Y THAT THE INFORMATION FURNISHE	D ON THIS DECLARATION FOR	M IS CORRECT.
I ACCEF FALSE.	PT THAT THE STATE MAY ACT AGAIN	ST ME SHOULD THIS DECLAR	ATION PROVE TO BE
SIGNAT	URE	DATE	
POSITIO	DN	NAME OF BIDDER	

Witness 2

Employer

Witness 1

Contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 5

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:

	lete if not applicable	
1	Are you by law required to prepare annual financial statements for auditing?	*YES/NC
1.1	If yes, submit audited annual financial statements for the past three years or since the date establishment if established during the past three years.	e of
2	Do you have any outstanding undisputed commitments for municipal services tow municipality for more than three months or any other service provider in respect of which proverdue for more than 30 days?	
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal towards any municipality for more than three months or other service provider in respect payment is overdue for more than 30 days.	al services
2.2	If yes, provide particulars.	
3	Has any contract been awarded to you by an organ of state during the past five years particulars of any material non-compliance or dispute concerning the execution of such co 3.1 If yes, furnish particulars	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, whether any portion of payment from the municipality / municipal entity is expect transferred out of the Republic?	-

*YES / NO

4.14 If yes, furnish particu	ulars
L THE HNDERGIONER (NAME)	CERTIFICATION
	ON FURNISHED ON THIS DECLARATION FORM IS CORRECT.
	ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
SIGNATURE	DATE
POSITION	NAME OF BIDDER

Witness 2

Employer

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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 below R50 000 000.00 (all applicable taxes included).
 - the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000.00 (all applicable taxes included) and 80/20 preference point system shall be applicable to this tender.
- 1.3 Preference points for this bid shall be awarded for:
 - (c) Price; and
 - (d) 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 must not exceed	100			

- 1.5 Failure on the part of a bidder to submit proof of documentation required together with the bid, will be interpreted to mean that preference points for Specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a 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 organ of state.

2. **DEFINITIONS**

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10 $Ps = 80\left(1 - \frac{Pt - P\min\square}{P\min\square}\right)$ or $Ps = 90\left(1 - \frac{Pt - P\min\square}{P\min\square}\right)$ Where:

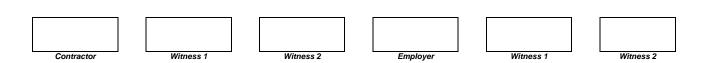
Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration Pmin = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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



5. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS

5.1 Specific goals: = (maximum of 20 points)

(Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Specific Goal	Number of points allocated	Verification documents	Number of points claimed (80/20 System)(To be completed by tenderer)
	2.5	CSD Report/ ID	
Black		copies	
	2.5	ID copies/CSD	
Women		report	
	10	ID Copies/CSD	
Youth		report	
Disability	5	Medical Certificate	
_	20		

6.	DECLARATION WITH REGARD TO COMPANY/FIRM								
6.1	Name of company/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								
	Contractor Witness 1 Witness 2 Employer Witness 1 Witness	es 2							

	☐ [TICK A		Other service provid BLE BOX]	ers, e.g. transp	oorter, etc.			
6.7	MUN	IICIP/	AL INFORMATION					
	Muni	cipali [.]	ty where business i	s situated:				
	Regi	stered	d Account Number:				_	
	Stan	d Nur	mber:				_	
6.8	Total	num	ber of years the co	mpany/firm has	been in busines	s:		
6.9	the p	oints	undersigned, who is claimed, based on qualifies the comp	the specific g	oals indicated in	paragraphs 1.4 a	and 6.1 of the for	egoing
	i)	The	information furnish	ed is true and o	correct;			
	ii)		preference points graph 1 of this form		accordance with	n the General Co	onditions as indica	ated in
	iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;							
	 iv) If the specific goals 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 contra having to make le		, .			
		(d)	recommend that the shareholders and National Treasury exceeding 10 years been applied; and	directors who refrom obtaining ars, after the a	acted on a fraug business from a	dulent basis, be any organ of state	restricted by the for a period not	
		(e)	forward the matte	r for criminal pi	rosecution.			
WITI	NESS	ES:			SIGNA	TURE(S) OF BID	DER(S)	
1.				_				
2.					ADDRESS:			
DAT	E:			_				
	Contracto	r	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

NB – BIDDERS MUST TAKE NOTE THAT BA-PHALABORWA LOCAL MUNICIPALITY ONLY ACCEPTS THE FOLLOWING FORMATS OF SWORN AFFIDAVIT FOR EME'S OR QSE'S WHERE YOUR ANNUAL TURNOVER IS LESS THAN R10 MILLION.

NO SWORN AFFIDAVITS WILL BE ACCEPTED WHERE A BEE CERTIFICATE HAS BEEN ISSUED TO A BIDDER.

WHERE A BEE CERTIFICATE AND SWORN AFFIDAVIT HAS BEEN ATTACHED, THE ORIGINAL OR CERTIFIED BEE CERTIFICATE WILL TAKE PRESENDENCE AND POINTS WILL BE AWARDED BASED ON THE CERTIFICATE ONLY.

Please note that that the form is completed only once annually, as the certificate is valid for a period of one year from date of signature of affidavit.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART A - SWORNAFFIDAVIT: B-BBEE EXEMPTEDMICRO ENTERPRISE

I, the undersigned,	
Full name &Surname	
Identity number	
Hereby declare under oath as f	ollows:
	atement are to the best of my knowledge a true reflection of the facts. or /owner of the following enterprise and am duly authorized to act on its
Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	
 The enterprise is 	%black owned; %black woman owned;
	ment accounts and other information available on the me did not exceed R10,000,000.00(ten million rand);
•	below the B-BBEE level contributor, by ticking the applicable box.
100%blackowned	Level One (135%B-BBEEprocurement recognition)
More than 51%black owned	Level Two (125%B-BBEEprocurement recognition)
Less than 51%black owned	Level Four(100% B-BBEE procurement recognition)
4. The entity is an empow	vering supplier in terms of the dti Codes of Good Practice.
	the contents of this affidavit and I have no objection to take the prescribed bath binding on my conscience and on the owners of the enterprise which I
The sworn affidavit will commissioner.	be valid for a period of12 months from the date signed by
Deponent Signature:	
Date:	
	ure & Stamp:
[
	COMMISSIONER OF OATHS STAMP

Witness 2

Witness 1

Employer

Witness 1

Witness 2

PART B - SWORNAFFIDAVIT: B-BBEEQUALIFYINGSMALL ENTERPRISE

I, the undersigned,						
Full name &Surna	me					
Identity number						
Hereby declare u	nder oath	as follows:		<u>, </u>		
1. The contents	of this sta	tement are to the best of r	ny	knowledge a true reflection of the facts.		
2. I am a memb	er / directo	or /owner of the following e	ente	erprise and am duly authorized to act on its behalf:		
Enterprise Name						
Trading Name						
Registration Num						
Enterprise Addres	SS					
	nterprise is	oath that:		owned;		
 Based 	on the ma	anagement accounts and	oth	ner information available on the financial yea	r, the	
• The er (e)(sel	ntity is an ect one)_	of the	teri DT	ms of Clause 3.3(a) or (b) or (c)or (d) or as amende laction of Good Practice.	d 3.3	
• Please	confirm o	n the table below the B-BE	BEE	E level contributor, by ticking the applicable box.		
100%blackowned			Level One(135%B-BBEEprocurementrecognition)			
Morethan51%blackov	/ned		Le	evel Two(125%B-BBEEprocurementrecognition)		
(a)Atleast25%ofcostofsales,(excluding labour costsanddepreciation)mustbeprocurementfromlocalproducersorsupplier sinSouthAfrica;fortheservicesindustryincludelabourcostsbut cappedat15%.						
		erial/ beneficiation which include r assembly ,and/or packaging		(d)At least12daysperannumofproductivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity		
(e)At least85%oflabource service industry entities.	ostsshouldbep	paidto South African employees by				
indingonmycon. The sworn af	onscience fidavit will	andonthe owners of the er be valid for a period of12 r	nter mo	avenoobjectiontotaketheprescribedoathandconsidertheorprise which I represent in this matter. nths from the date signed by Commissioner.	oathb	
Deponent Signatu	re:					
Date:						
Commissioner of	Oaths Sig	nature & Stamp:				
		COMMISSIONER C	OF (OATHS STAMP		

documents to (name of institution)

Bidding documents, viz

Invitation to bid; Pricing schedule(s);

Technical Specification(s);

1.

2.

agreement:

(i)

CONTRACT FORM: PURCHASE OF GOODS/WORKS

MBD7.1

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)

validity period indicated and calculated from the closing time of bid.

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding

in accordance with the requirements and specifications stipulated in bid number <u>04/24/25</u> at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the

The following documents shall be deemed to form and be read and construed as part of this

Preference claims for Broad Based Black Economic Empowerment Status Level of

	Contribution in terms of the Declaration of interest; Declaration of bidder's past Certificate of Independent B Special Conditions of Contract (ii) General Conditions of Contract	Bid Determination;
3.	rate(s) quoted cover all the goods and/or v	the correctness and validity of my bid; that the price(s) and works specified in the bidding documents; that the price(s) ccept that any mistakes regarding price(s) and rate(s) and
4.		execution and fulfillment of all obligations and conditions the principal liable for the due fulfillment of this contract.
5.	I declare that I have no participation in an regarding this or any other bid.	y collusive practices with any bidder or any other person
6.	I confirm that I am duly authorized to sign t	his contract.
	NAME (PRINT)	WITNESSES
	CAPACITY	
	SIGNATURE	1
	NAME OF FIRM	2
	DATE	
	Contractor Witness 1 Witness 2	Employer Witness 1 Witness 2

MBD7.1

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE BA-PHALABORWA LOCAL MUNICIPALITY REPRESENTATIVE)

1.	Ι				in my capacity as
					nder reference number:
	04/24/25 datedspecified in the annexure(s)	fc			
2.	An official order indicating d	elivery insti	ructions is for	thcoming.	
3.	I undertake to make paym conditions of the contract, delivery note.				
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
	Kindly refer to the pricing schedule/BOQ				
4.	I confirm that I am duly auth	orized to si	gn this contra	ct.	
	NAME (PRINT)		_ \	WITNESSES	
	CAPACITY		_		
	CIONATURE		1)	
	SIGNATURE				
	NAME OF FIRM		2	2)	
	DATE		L		
Co	ntractor Witness 1	Witness 2	Em.	plover Witness 1	Witness 2

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 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.
- The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the company'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. wilfully 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).
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

	submitted with the bid.		
Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No 🗌
	(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National	Yes	No 🗌
	Treasury's website (<u>www.treasury.gov.za</u>) by clicking on its link at the bottom of the home page.		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the company / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars:		
	CERTIFICATION		
CERT	UNDERSIGNED (FULL NAME	 M IS TRUE AI	۷D
	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION N NST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.	ИАҮ ВЕ ТАКЕ	ΞN
SIGN	ATURE ON BEHALF OF BIDDER		
Conti	ractor Witness 1 Witness 2 Employer Witness 1	Witness 2	

MBD 9

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). 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:
 - take all reasonable steps to prevent such abuse;
 - 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:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD TENDER NO: 04/24/25

in response to the invitation for the bid made by:

complete in every respect:

(INaII	ne or wurncipality/Entity)	
do he	ereby make the following statements that I certify to be true	and complete in every respect:
I cert	tify, on behalf of	(Name of Bidder) that:
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

- 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Witness 1

Contractor

Witness 2

Employer

Witness 2

Witness 1

- 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	

FORM A

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. Kindly attach the latest municipal rates and taxes account not older than 3 months from date of advertising of bid.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a Rental/lease agreement:

•			
	D BY THE LANDLORD)		
Name of the Landlord	:		
Droposty Dhysical Ada			
Property Physical Add	iress:		
Please tick below		Yes	No
Rental:	in arrears for more than 3 months		
Municipal services:	in arrears for more than 3 months		
Landlord Signature:			
Ü			
Date:			
Landlord's business	stamp here (where applicable)		
		1	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B

CONFIRMATION OF REGISTRATION ON NATIONAL TREASURY CENTRALISED SUPPLIER <u>DATABASE</u>

	CONFIRM	ATION OF CSD VENDOR INFORAMTION	
1	VENDOR NAME		
2	CSD APPROVED NUMBER	MMMM	
3	COMPANY REG NUMBER		
4	COMPANY TAX NUMBER		
5	COMPANY VAT NUMBER		
6	COMPANY BEE LEVEL		
7	CONTACT PERSON		
8	OFFICE TEL. NUMBER		
9	OFFICE FAX NUMBER		
10	E-MAIL ADDRESS		
11	CELL NUMBER		
AUT	HORISED SIGNATORY DESIG	NATION NAME AND SURNAME D SIGNATORY APPOINTMENT	
SIGN	IATURE	DATE	

FORM C

AUTHORITY OF SIGNATORY TO SIGN BIDS

The bid shall be signed by a person duly authorised thereto and the following is applicable:

<u>Company:</u> A resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

<u>Close Corporation:</u> A resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

<u>Partnership:</u> All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorization shall be included in the bid.

<u>Joint Venture</u>: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning.

One Man Concern: This shall be clearly stated and all documents shall be signed accordingly.

Details of person responsible for Bid Document process:
Name :
Contact number :
Office address :
Signatories for close corporations and companies shall confirm their authority by attaching to this form a <u>duly</u> <u>signed and dated original or certified copy on the Company Letterhead</u> of the relevant resolution of their members or their board of directors, as the case may be.

Witness 2

Employer

Witness 1

Witness 2

Witness 2

Witness 1

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS

"By resolution of the board of directors passed on (date)	
Prof./Dr/Mr/Ms	
has been duly authorized to sign all documents in connection with the Bid Documer and any Contract which may arise there from on be	nt for Contract Number
(BLOCK CAPTIALS)	
SIGNED ON BEHALF OF THE COMPANY	
IN HIS CAPACITY AS	
DATE	
FULL NAMES OF SIGNATORY	
AS WITNESSES: 1	
2.	

Witness 2

Employer

Witness 1

Contractor

PRO-FORMA FOR JOINT VENTURES: Certificate of Authority for Joint Ventures

	_	atory of the compa
	, acting in the capacity of land in the street and any contract resulting f	ead partner, to sign all documents
connection with the bid Documer		Tom it on our benail.
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
	ATED ORIGINAL OR CERTIFIED CO	OPY OF AUTHORITY OF SIGNATORY OBLE DOCUMENTS PACK.

FORM D

FINANCIAL REFERENCES/ BIDDERS'S CREDIT RATING AND DETAILSOF BIDDERS BANKING **INFORMATION**

Notes to Bidder:

- 1. The Bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the Bid Document submission shall render the Bidder's offer unresponsive.
- The Bidder's banking details as they appear below shall be completed.

similarly provided and attached to this form.	e enterprise, details of all the members of the joint venture shall be
BANK NAME:	
ACCOUNT NAME: (e.g. ABC Civil	
Construction cc)	
ACCOUNT TYPE: (e.g. Savings, Cheque etc)	
ACCOUNT NO:	
ADDRESS OF BANK:	
CONTACT PERSON:	
TEL. NO. OF BANK / CONTACT:	
How long has this account been in existence:	0-6 months (Tick which is appropriate) 7-12 months 13-24 months More than 24 months
Signature on behalf of Bidder N.B.: ORIGINAL LETTER FROM BANK OR SHOULD BE INCLUDED IN THE RETURNA	BANK STATEMENT (NOT OLDER THAN THREE MONTHS) ABLE DOCUMENTS PACK.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM E

RECORD OF ADDENDA TO BID DOCUMENTS

We	confirm	that the	e follo	wing	commu	nication	received	from	the Emp	oloyer b	efore	the su	bmis	sion (of this
BID	DOCU	MENT	offer,	amen	ding the	e BID [OCUME	NT do	cuments	s, have	been	taken	into	acco	unt in
this	BID DC	CUME	NT off	er:	•										

Date	Title of Details

SIGNATURE ON BEHALF OF BIDDER

,	Contractor	Witness 1	Witness 2	•	Employer	Witness 1	 Witness 2

Witness 1

Contractor

Witness 2

Employer

Witness 1

Witness 2

FORM F

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

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

page a daily digited and dated copy of the follow	ant resolution of the board of directors.	•
By resolution of the board of directors passed a	at a meeting held on	20
Mr//Ms		whose signature
appears below, has been duly authorised to sig	gn the AGREEMENT IN TERMS OF TH	HE
OCCUPATIONAL HEALTH AND SAFETY AC	T, 1993 (ACT 85 OF 1993) on behalf of	f
SIGNED ON BEHALF OF THE COMPANY:		
IN HIS/HER CAPACITY AS :		
DATE :		
SIGNATURE OF SIGNATORY :		
WITNESS:	WITNESS:	
NAME (in capitals):	NAME:	

FORM G

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM H

CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM I

CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM J

PROGRAMME OF WORKS

Work Plan

(Detailed Programme of works and Project associated cash flow)

Note: For programme and cash flow:

Five (No5) components must be stated in writing/or be visible on a programme and cash flow spreadsheet **per plant**;

- (1) Milestones,
- (2) Critical Path
- (3) Resource allocation
- (4) Task dependency map
- (5) Monthly project cash flow, (cash flow must be in-line with the project cost and programme of works).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM K

EXPERTISE OF THE KEY PERSONNEL

- 1. **Personnel / Individual adequacy**: Portfolio of evidence (CV) should be provided. Indicating similar projects / jobs by Team leader, middle manager and supervisors.
- **2. Qualifications**; Portfolio of evidence should be provided for the key staff with supporting Qualifications (Professional Status i.e. ECSA/ SACNASP registration) and detailed **organogram**

The tenderer shall state below what project personnel will be available for this contract.

(Note: Failure to provide shall lead to technical non-compliance and therefore automatic disqualification)

Position on this contract	Name	Qualifications	No. of relevant experience

Position on this contract	Name	Qualifications	No. of relevant experience				
			•				

			_				_		
ı		L	l	L	l	L	l	1477	 1477
	Contractor	Witness 1		Witness 2		Employer		Witness 1	Witness 2

Position on this contract	Name	Qualifications	No. of relevant experience

SIGNATURE ON BEHALF OF BIDDER

		1				
Contractor	Witness 1		Witness 2	Fmplover	Witness 1	Witness 2

FORM L

PROOF OF RELEVANT REGULATORY CERTIFICATION OR OTHER REQUIREMENTS IN TERMS OF THE REQUIRED REGULATORY AUTHORITY AS SET OUT IN THE SCOPE OF WORKS

INCLUDE STANDARDS SECTION

- 1. CIDB GRADING 4 CE OR HIGHER
- 2. COLTO

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM M

LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS INSURANCE TO COVER THIS CONTRACT

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM N

COPY OF COMPANY REGISTRATION DOCUMENTS

1. For Closed Corporations

CK1 or CK2 or CK9 as applicable (Founding Statement).

2. **For Companies**:

- A letter from the auditors confirming shareholding percentages or
- A copy of the Certificate of Incorporation
- · Certified Copies of the ID's of the Directors and
- The shareholders' register.

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- As well as the documents in MBD 1, MBD 6.1, Form C and Form D of each Joint Venture member.

4. For Partnership

Certified Copies of the ID's of the partners

5. One-person Business / Sole trader/Sole Proprietor

Certified Copy of ID

Contractor	I.	Witness 1	Witness 2	•	Fmplover	•	Witness 1	Witness 2

FORM O

AUDITED FINANCIAL STATEMENTS FOR THE PAST THREE YEARS FOR BIDS WHERE THE THRESHOLD EXCEEDS R10 MILLION

*NB: A complete set of financial statements is required for grading designation 3 to 9 accompanied by SARS VAT 201forms with a corresponding **VAT Statement of Account** OR **stamped business bank statements** for the period in question for verification of turnover as stated on the financial statements (NOT compulsory for audited financial statements but May be requested where necessary).

Management Financial statements are not acceptable, however interim Financial Statements will be accepted

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM P

SUB-CONTRACTING AS CONDITION OF TENDER FOR A CONTRACT ABOVER30 MILLION

3. Regulation 9 of the Preferential Procurement Policy Act, 2000 (Act 5 of 2000) – Preferential Procurement Regulations, 2017 provides the following:

Subcontracting as 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 g r o u p s .
- (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 successfultenderermust subcontract aminimum of 30% of the value of the contract to-
- (a) an EME or QSE;
 - (b) an EME or QSE which is at least 51% owned by black p e o p l e ;
 - (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 p e o p l e;
 - (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.
- 3. Bidders attention is drawn to the definitions applicable to this section as set out in the MBD 6.1 form.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5.

4. BIDDERS DECLARATION FOR SUB-CONTRACTING AMINIMUM OF 30% OF THE VALUE OF THE CONTRACT TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:

NO.	ADVANCE DESIGNATED G R O U P S	RAND VALUE	% OF TOTAL CONTRACT
1	a CE		
2	a CE which is at least 51% owned by black p e o p l e ;		
3	a CE which is at least 51% owned by black people who are youth;		
4	a CE which is at least 51% owned by black people who are women;		
5	a CE which is at least 51% owned by black people with disabilities;		
6	a CE which is 51% owned by black people living in rural or underdeveloped areas or townships;		
7	a cooperative which is at least 51% owned by black people;		
8	a CE which is at least 51% owned by black people who are military veterans ;or		
9	more than one of the categories referred to in paragraphs (a) to (h).		

•	Name of the sub-contractor:				
•	Sub-contracting company registration number:				
•	Rates and taxes not older than 3 months attached: Yes/No				
•	MBD 4 of contracting party attached: Yes/No				
•	BBBEE Level: (Certified or original to be attached)				
•	CSD number: MAAA				

6. <u>LIT OF NATIONAL TREASURY ACCREDITED SUPPLIERS:</u>

DETAILS OF THE SUB-CONTRACTING PARTY:

A list of all suppliers registered on a database approved by the National Treasury is available from National Treasury's Centralised Supplier Database at: www.cd.org.za.

Kindly contact the Supply Chain Unit should you require any assistance relating to the extraction of the data.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 7. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the advanced designated groups claimed, based on the B-BBE status level of contribution indicated above of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - The information furnished is true and correct;
 - ii. In the event of a contract being awarded as a result of advanced designated groups claimed as shown in paragraph 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iii. If the specific goals of the advanced designated groups has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - a. disqualify the person from the bidding process;
 - b. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e. forward the matter for criminal prosecution.

WITNESSES:

1		_			
2.		-			
DATE:		_	SIGNATI	JRE(S) OF BIDD	ER(S)
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM Q

Proje	oloyer		
	ect Description		
Tend	der Number		
Proje	ect Reference Number	_	
1.	Contract Parameters		
Cont	tract participation goal applicable to the contract	%	
Cont	tract sum at time of award(VAT Exclusive)	R	
Less	s : Preliminary & General	R	
Less	s : Contingencies	R	
Less	s : Escalation	R	
Net	Amount	R	(a)
	In support of my/our contract participation go	avit lbcontractors/ Sub-consultants	ollowing documents:
	(ii)		
	(iii)		
	(iv)		
	(v)		
	Note: Provide sufficient number of pages as	required by the bidder.	
	Contracting of targeted enterprise as subcon-	tractors/Sub-consultants:	
4.	Note: The financial value of the participation	n claimed towards the contract prion and value added tax.	participation goal shall
	Contracting of targeted enterprise as subcon-	tractors/Sub-consultants:	ct į

I/we certify that I/we will be contracting the following targeted enterprises as subcontractors/Subconsultant.

(Note: Provide sufficient number of pages as required by the bidder)

i. Name of Sub-Contractor	
Address	
Contact person	
Telephone	
Fax	
Service/work to be performed	
Company/Enterprise income tax reference number	
Financial value of participation claimed towards CPG	R
Percentage participation claimed towards contract participation goal	%
ii. Name of Sub-Contractor	
Address	
Contact person	
Telephone	
Fax	
Service/work to be performed	
Company/Enterprise income tax reference number	
Financial value of participation claimed towards CPG	R
Percentage participation claimed towards contract participation goal	%
iii. Name of Sub-Contractor	

Address						
Contact person						
Telephone						
Fax						
Service/work to be performed						
Company/Enterprise income tax reference number						
Financial value of participation claimed towards CPG	R					
Percentage participation claimed towards contract participation goal	%					
iv. Name of Sub-Contractor						
Address						
Contact person						
Telephone						
Fax						
Service/work to be performed						
Company/Enterprise income tax reference number						
Financial value of participation claimed towards CPG	R					
Percentage participation claimed towards contract participation goal	%					
v. Name of Sub-Contractor						
	1					
			Γ			
Contractor Witness 1 Witne	ess 2	Employer		Witness 1	Witness 2	

Witness 1

Contractor

Witness 2

Employer

Witness 2

Witness 1

Address	
Contact person	
Telephone	
Fax	
Service/work to be performed	
Company/Enterprise income tax reference number	
Financial value of participation claimed towards CPG	R
Percentage participation claimed towards contract participation goal	%
vi. Name of Sub-Contractor	
Address	
Contact person	
Telephone	
Fax	
Service/work to be performed	
Company/Enterprise income tax reference number	
CIDB Registration Number (If applicable):	
CIDB Contractor Grading Designation (If applicable):	
Financial value of participation claimed towards CPG	R
Percentage participation claimed towards contract participation goal	%
 Summary of targeted enterprises pa 	articipation
, ,	•

Name of contracted Sub- Contractor	Financial value of Subcontractors/Sub-consultants	Percentage participation claimed towards contract participation
i)	R	%
ii)	R	%
iii)	R	%
iv)	R	%
v)	R	%
vi)	R	%
Total Contribution towards CPG	R	%(b)

6. Undertaking

I/We certify to the best of my/our knowledge that the above information, facts and representations are correct and that the proposed targeted enterprises named are able to perform commercially useful functions in the performance of the contract and are bona fide targeted enterprises

SIGNED FOR THE CONTRA	CTOR/CONSULTANT:		
Name of contractor	Signature	Date	
WITNESSED BY:			
Name of contractor	Signature	Date	

SIGNATURE ON BEHALF OF BIDDER

]]		
Contractor	Witness 1	Witness 2		Employer		Witness 1	Witness 2

FORM R

TARGETED ENTERPRISE DECLARATION AFFIDAVIT

Target Enterprise Declaration	on Affidavit					
Employer						
Project description	INSTALLATION OF PRI GRAVEYARD	ECAS	ST S	STORMWATER CULVERT AT TENSION PILUSA		
Tender number	04/24/25					
Name of target enter	erprise					
i)						
ii)						
iii)						
iv)						
v)						
2. Legal Entity						
Company or Close Corporation	on			Natural Person or Partnership:		
and: Whose registration num	ber is:	OR		Whose registration number is/are:		
and: Whose Income Tax Refe	erence Number is:	•		Whose Income Tax Reference Number is/are:		
3. And who is:						
Represented herein, and who is duly authorized to do by Mr/Mrs/Ms				Note: A resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Affidavit, authorizing the representative to make this affidavit.		
Principal business activi						

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

5. **Domiciliumcitandiexecutandi**

The targeted enterprise elects as its <i>domiciliumcitandi et executandi</i> in the republic of South Africa, where any and all legal may be serve, as (physical address)

6. List a maximum of five contracts which you are presently engaged in and have not yet completed:

Contract description	Location	Employer	Contract person & telephone number	Contract amount

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 2

Witness 1

7. List the four largest contract contracts / assignments completed by you in the three years:

Work performed	Employer	Contract Person & telephone number	Contract amount
8. Declaration (to be signed in the prese	nce of a Commissioner	of Oaths):	
I		the undersigned,	
(a) Warrant that I am duly authorized to dep	oose to this on behalf		, and
(b) Confirm that the contents of this Affida stated otherwise, to the best of my known			d are save where
		,	

Witness 1

Contractor

Witness 2

Employer

Witness 2

Witness 1

SIGNED E	BY THE I	DEPONENT
----------	----------	----------

SIGNED BY THE DEPONENT:			
Name of deponent	Signature	Date	
Duly authorized to sign on behalf of:	Address:	Telephone:	
deponent, who has acknowledges true and correct to the best of crescribed oath, and the prescribed oath, and the Dath	day of	erstands the c e/she has no c s/her conscien	contents of this Affidavit, that it objection to taking the
SIGNATURE ON BEHALF OF	BIDDER		

FORM S (1)

LETTER OF UNDERTAKING FROM A TARGETED ENTERPRISE TO ACT AS A SUB-CONTRACTOR

Employer:	
Project Description:	INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD
Bid Number:	04/24/25
From: (Name and addr	ess of targeted enterprise)
Name:	
Address:	
To: (Name and address	s of main contractor/joint venture/subcontractor)
Name:	Sof main contractor/joint venture/subcontractor/
Address:	
Address.	
The undersigned underta	kes to perform the following work/provide the following services or goods
The undersigned underta	kes to perform the following work/provide the following services of goods
In connection with the ab	ove-mentioned contract:
•••••	
For an estimated amount	of R Excluding preliminaries, contingencies, escalation and value
	erms of any agreement made between us for the purposes of the contract.
The status of the unders	signed as a targeted enterprise is confirmed in the attached targeted enterprise
declaration affidavit.	
Signature:	
Designation:	
Date:	
who duly warrants that he	e/she is authorized to sign this letter
SIGNATURE ON BEHAL	 F OF BIDDER

Employer

LETTER OF UNDERTAKING FROM A TARGETED ENTERPRISE TO ACT AS A SUB-CONTRACTOR

Employer:	
Project Description:	INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD
Bid Number:	04/24/25
From: (Name and addres	s of targeted enterprise)
Name:	
Address:	
To: (Name and address of	of main contractor/joint venture/subcontractor)
Name:	
Address:	
The undersigned undertake	es to perform the following work/provide the following services or goods e-mentioned contract:
	R Excluding preliminaries, contingencies, escalation and value ms of any agreement made between us for the purposes of the contract.
The status of the undersig declaration affidavit.	ned as a targeted enterprise is confirmed in the attached targeted enterprise
Signature:	
Name:	
Designation:	
Date:	
who duly warrants that he/s	he is authorized to sign this letter
SIGNATURE ON BEHALF	OF BIDDER

FORM S (3)

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LETTER OF UNDERTAKING FROM A TARGETED ENTERPRISE TO ACT AS A SUB-CONTRACTOR

Employer:	
Project Description:	INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD
Bid Number:	04/24/25
From: (Name and addre	ess of targeted enterprise)
Name:	
Address:	
To: (Name and address	of main contractor/joint venture/subcontractor)
Name:	
Address:	
The undersigned undertal	kes to perform the following work/provide the following services or goods
in connection with the abo	ove-mentioned contract.
	of R Excluding preliminaries, contingencies, escalation and value erms of any agreement made between us for the purposes of the contract.
The status of the unders declaration affidavit.	igned as a targeted enterprise is confirmed in the attached targeted enterprise
Signature:	
Name:	
Designation:	
Date:	
who duly warrants that he	/she is authorized to sign this letter
SIGNATURE ON BEHAL	F OF BIDDER

Employer

LETTER OF UNDERTAKING FROM A TARGETED ENTERPRISE TO ACT AS A SUB-CONTRACTOR

Employer:	
Project Description:	INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD
Bid Number:	04/24/25
From: (Name and addres	s of targeted enterprise)
Name:	
Address:	
To: (Name and address of	of main contractor/joint venture/subcontractor)
Name:	
Address:	
In connection with the above	s to perform the following work/provide the following services or goods e-mentioned contract: R
The status of the undersig declaration affidavit.	ned as a targeted enterprise is confirmed in the attached targeted enterprise
Signature:	
Designation:	
Date:	
who duly warrants that he/s	he is authorized to sign this letter
SIGNATURE ON BEHALF	OF BIDDER

Employer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LETTER OF UNDERTAKING FROM A TARGETED ENTERPRISE TO ACT AS A SUB-CONTRACTOR

Employer:	
Project Description:	INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD
Bid Number:	04/24/25
From: (Name and addres	s of targeted enterprise)
Name:	
Address:	
To: (Name and address of	of main contractor/joint venture/subcontractor)
Name:	
Address:	
The undersigned undertake	s to perform the following work/provide the following services or goods e-mentioned contract:
	R Excluding preliminaries, contingencies, escalation and value ms of any agreement made between us for the purposes of the contract.
The status of the undersig declaration affidavit.	ned as a targeted enterprise is confirmed in the attached targeted enterprise
Signature:	
Name:	
	he is authorized to sign this letter
SIGNATURE ON BEHALF	OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S (6)

LETTER OF UNDERTAKING FROM A TARGETED ENTERPRISE TO ACT AS A SUB-CONTRACTOR

Employer:	
Project Description:	INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD
Bid Number:	04/24/25
From: (Name and addre	ess of targeted enterprise)
Name:	
Address:	
To: (Name and address	of main contractor/joint venture/subcontractor)
Name:	
Address:	
The undersigned undertaken In connection with the abo	tes to perform the following work/provide the following services or goods eve-mentioned contract:
For an estimated amount o	of R Excluding preliminaries, contingencies, escalation and value erms of any agreement made between us for the purposes of the contract.
The status of the unders declaration affidavit.	igned as a targeted enterprise is confirmed in the attached targeted enterprise
Signature:	
Name:	
Designation:	
Date:	/she is authorized to sign this letter
SIGNATURE ON BEHAL	

FORM T

COMPANY PROFILE AND EXPERIENCE

- 1. Attach company profile
- Company experience in similar projects; Portfolio of evidence should be provided with Three (3) completion certificate or / JV the lead partner to provide 3 completion certificate for similar projects).
 Number of letters to be used and interpolated if less than three (3). Appointment letters shall not be accepted.

Note to tenderer:

The tenderer shall enter in the spaces provided below a complete list of the last ten similar contracts awarded to him.

	Nature of Work	Value of Work	Year Completed
No. & Fax No.)			

		1							
Contractor	Witness 1	•	Witness 2	•	Employer	•	Witness 1	•	Witness 2
Contractor	Witness 1		Witness 2		Employer		Witness 1		Witness 2

90

Employer (Name, Tel No. & Fax No.)	Nature of Work	Value of Work	Year Completed

SIGNATURE ON BEHALF OF BIDDER

Contractor	Witness 1		Witness 2		Fmplover	1	Witness 1		Witness 2
		ı		ı		1		1 1	

FORM U

TECHNICAL IMPLEMENTATION

1.	Technical Implementation and Work Methodology: Provide clear method statement / proposal on
	approaching the job. Technicality of work to be in line with the scope and the BOQ. Full method
	statement including plant to be utilised, etc.

2.	Quality Plan:	Provide a	detailed	plan	covering t	the aspec	ts of	the scope c	of wor	<
----	---------------	-----------	----------	------	------------	-----------	-------	-------------	--------	---

]]]		
Contractor	Witness 1		Witness 2		Employer		Witness 1	Witness 2

FORM V

SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme for the consulting services in the table below.

Month	Value	Month	Value
RE ON BEHALF	OF BIDDER		
NE ON BEHALI	OI DIDDLIK		

Employer

FORM W

Witness 2

Witness 1

LIST OF COMPANY OWNED PLANT AND ASSURANCE LETTER TO HIRE

LIST OF PLANT	QUANTITY
SIGNATURE ON BEHALF OF BIDDER	

Witness 2

Employer

Witness 1

FORM X

Proposal Brochure

The bidder to attach a	brochure with	associated s	specification as	per their bid	proposal.
The Brauer to attach a	W. C C		opooniioanoii ao	PO. 111011 10101	p p

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD CIDB GRADING: 4 CE OR HIGHER

C. AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
MBD 7.2	Contract Forms: Works
C1.2	Contract Data
C1.3	Form of Guarantee
C1.4	Occupational Health and Safety
C1.5	Corporate Governance Breach Clause

Part C2: Pricing Data

C2.1 Pricing Instructions

Part C3: Scope of Work

C3.1 Scope of Work

Part C4: Site Information

C4 Site Information

	_		_		_		_		_	
			1							
Contractor		Witness 1		Witness 2		Employer		Witness 1		Witness 2



TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD CIDB GRADING: 4CE CE OR HIGHER

C1 AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
MBD 7.2	Contract Forms: Works
C1.2	Contract Data
C1.3	Form of Guarantee
C1.4	Occupational Health and Safety
C1.5	Corporate Governance Breach Clause

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter in contract in respect of the following works: "TENDER NO: 04/24/25, INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD"

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

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

THE OFFERED TOTAL FOR ALL THE WORKS (THE PRICES INCLUSIVE OF VALUE ADDED TAX) IS:							
	Rand (in words); R	(in figures).					
returning one c	be accepted by the Employer by signing the Accepta opy of this document to the Bidder before the end Bidder becomes the party named as the Contractor in	of the period of validity stated in the Tender Data,					
Signature(s)							
Name(s)							
Capacity							
For the Bidder .	(Name and address of orga						
Name & Signate Of Witness	ure Name	 Date					
	Name	Baio					

ACCEPTANCE

Signatura(e)

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

The terms of the contract are contained in:

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

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

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

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

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

o .g. (a.ta. o (o)					
Name(s)					
Capacity					
For the Bidder .					
		(Name and addre	ss of organisation))	
Name & Signatu	ıre				
O1 171411000	Name		Da		
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
Contractor	Williess I	Williess Z	Linployer	Williass I	Williess Z

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subje	ct
	Details
2 Subje	ct
	Details
3 Subje	ct
	Details
4 Subje	ct
	Details
5 Subje	ct
	Details
•	duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in
the Ten	der Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification o
	to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance. I essly agreed that no other matter whether in writing, oral communication or implied during the period between
Con	tractor Witness 1 Witness 2 Employer Witness 1 Witness 2

FOR THE BIDDER:

the issue of the Tender documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signature(s)			
Name(s)			
Capacity			
For the Bidder .			
	(Name and addres	ss of organisation)	
Name & Signate Of Witness	ure		
	Name	Date	
FOR THE EMP	<u>LOYER</u>		
Signature(s)			
Name(s)			
Capacity			
FOI THE BIGGET.	(Name and addres	ss of organisation)	
Name & Signate	ure		
Of Witness	Name	Date	
Contractor	Witness 1 Witness 2	Employer Witness 1 Witne	200

Witness 1

Contractor

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM: PURCHASE OF GOODS/WORKS

MBD7.1

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	N BY THE BIDDER)							
7.	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 <u>04/24/25</u> 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.								
8.	The following documents shall be deemed to form and be read and construed as part of thi agreement:								
9.	rate(s) quoted cover all the goods and/or works	rectness and validity of my bid; that the price(s) and specified in the bidding documents; that the price(s) that any mistakes regarding price(s) and rate(s) and							
10.	I accept full responsibility for the proper execu- devolving on me under this agreement as the pri	tion and fulfilment of all obligations and conditions ncipal liable for the due fulfilment of this contract.							
11.	I declare that I have no participation in any colluregarding this or any other bid.	usive practices with any bidder or any other person							
12.	I confirm that I am duly authorised to sign this co	ntract.							
	NAME (PRINT)	WITNESSES							
	CAPACITY								
	SIGNATURE	3							
	NAME OF FIRM	4							
	DATE								

MBD7.1

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE BA-PHALABORWA LOCAL MUNICIPALITY REPRESENTATIVE)

4.	1				in my canacity as
4.					
					nder reference number:
	o4/24/25 datedspecified in the annexure(s).		or the supply o	f goods/works indicated	d hereunder and/or further
5.	An official order indicating de	elivery insti	ructions is fort	hcoming.	
6.	I undertake to make paym conditions of the contract, delivery note.				
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
	Kindly refer to the pricing schedule/BOQ				, , ,
4.	I confirm that I am duly auth	orized to si	gn this contra	ct.	
	NAME (PRINT)		_ v	VITNESSES	
	CAPACITY		_		
			3)	
	SIGNATURE		-	,	
	NAME OF FIRM		4)	
	DATE				
Co	ntractor Witness 1	Witness 2	Emr	olover Witness 1	Witness 2

1.2 CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

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

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

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

SPECIAL CONDITIONS OF CONTRACT

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

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

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

DATA PROVIDED BY THE EMPLOYER

Clause	Data
	Definitions
	The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:
SCC 1.1.1.13	The Defects Liability Period is 12 months from the date of the Certificate of Completion.
SCC 1.1.1.14	The Overall Works shall be completed within 16 weeks from the commencement date.
SCC 1.1.1.15	The Name of the Employer is Ba-Phalaborwa Local Municipality
1.2.1.2	The address of the Employer is:
	The Managing Director
	Ba-Phalaborwa Local Municipality Private Bag X01029, Phalaborwa, 1390 Civic Centre Nelson Mandela Drive Phalaborwa, 1390
1.1.1.16	The Name of the Principal Agent is Nemorango Consulting Engineers
1.1.1.17	The Name of the Employer's Representative is T Raphalalani
1.2.1.2	The address of the Engineer is: 10A Hans Vans Rensburg Street, Polokwane, 0700 Telephone: (015) 295 2023

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Witness 1

Contractor

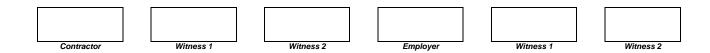
Witness 2

Employer

Witness 1

Clause	Data								
SCC 1.1.1.26	The Pricing Strategy is a Re-measurement Contract								
SCC 3.2.3	Add the following:								
	Approval of the Employer is required for;								
	i). Cessions – issuing of cessions by the Contractor is expressly prohibited except if and when prior written approval of the Employer under the signature of the Municipal Manager for the issue of the cession has been requested and obtained								
	ii). Use of contingencies – for all items for which rates have not been approved in terms the contract.								
	iii). Extension of Time – extension of time can only be granted by the Employer.								
SCC 4.1.2	Add the following:								
	"When completed, the parts of the works designed by the Contractor, to the extent specified in the Contract, shall be fit for the purposes for which the Works are intended"								
SCC 4.4.1	Add the following:								
	The Contractor is to submit to the Employer's Agent in writing a request for appointment of particular sub-contractor. Accompanying this request is to be the full detail of the sub-contracto including:								
	Previous experience								
	 Work which will be sub-contracted to him/her Approximate value of the work to be sub-contracted (Refer to Form P- minimum of 30% of the contract value to be sub-contracted) 								
	Before the Employer's Agent in terms of Clause 6.10 hereof issues any certificate that includes an payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction work (2015, Third Edition), he shall be entitled to call upon the Contractor to furnish reasonable proceeds all payments (less retention moneys) included in previous certificates in respect of the work of goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:								
	 Informs the Employer's Agent in writing that he has reasonable cause for withholding or refusing such payment; and 								
	 Submits to the Employer's Agent reasonable proof that he has so informed such sub- contractor in writing. 								
SCC 4.9.1	Add the following:								
	"All equipment on site shall be in a good working order, and is to be in such a condition that it ca								
	achieve production rates which are typical of the industry standards. Should any equipment, in the opinion of the Employer's Agent, be substandard or breaks dow frequently to such an extent that it affects the progress on the project, the Employer's Agent ma								
	instruct the Contractor to replace such equipment."								
SCC 5.3.1	Add the following to 5.3.1:								
	The documentation required before Commencement of the Works are:								
	Health & Safety Plan (Refer to Cl. 4.3) Health & Safety Plan (Refer to Cl. 4.3) Health & Safety Plan (Refer to Cl. 4.3)								
	Initial Programme (Refer to Cl. 5.6) Security (Deed of Guarantee) (refer to Cl. 6.2)								
	 Security (Deed of Guarantee) (refer to Cl. 6.2) Insurances (Refer to Cl. 8.6) 								
SCC 5.3.1	Add the following:								
	Commencement of the Works shall be within 1 day from the Commencement Date.								

Clause	Data
SCC 5.3.3	Add the following:
	The time to the documentation required before Commencement of the Works execution isdays
SCC 5.4.1	Add the following:
	The Commencement Date shall be the date the contractor is given possession of site.
SCC 5.8.1	Add the following:
	The special non-working days are the official builder's holiday plus all statutory public holidays.
	The year-end break commences on 20 December 2024 and ends on 6 January 2024.
SCC 5.12	Add the following:
	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.
SCC 5.12.2.1	Add the following:
	Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:
	V = (Nw - Nn) + (Rw - Rn) X
	Where:
	V = Extension of time in calendar days in respect of the calendar month under consideration.
	Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.
	Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.
	Rw = Actual average rainfall in mm recorded for the calendar month under consideration.
	Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.
	For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.
	If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.
	The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.



Clause	Data
	This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.
	The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.
	For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.
SCC 5.13.1	Add the following:
	The penalty for failing to complete the works is: Penalty = Contract Value x $\frac{0.04}{100}$ per day.
	= Contract Value x 0.04 % per day
SCC 6.2.1	Add the following:
	The Security to be provided by the Contractor shall be the Performance guarantee liability of 10 % of the Contract Sum. This guarantee shall be delivered within 21 days of the Commencement Date.
	Add the following:
SCC 6.2.2	The Form of Guarantee is to contain the wording of the pro-forma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
	Form of Guarantee: construction guarantee: the successful bidder will be required to submit a construction guarantee that is equal to 10% of the total contract value all-inclusive and must be submitted to the SCM office within 10 working days from date of appointment. Only original guarantees issued by an accredited and registered financial institution will be accepted and will only be released on final completion of works."
SCC 6.9.1	All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Client's Representatives approval of such material must be gained before use thereof.
SCC 6.10.1.5	Add the following:
	The percentage advance on materials not yet built into the Permanent Works but received on site is 80 %.
SCC 6.10.3	Add the following:
	The percentage retention on the amounts due to the Contractor is 10%.
SCC 6.10.3	Add the following:
	The limit of retention money is 10 % of the contract value.
SCC 7.2.1	Add the following:
	All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Employer's Agents approval of such material must be gained before use thereof.

Contractor	Witness 1		Witness 2		Fmplover	1	Witness 1		Witness 2
		ı		ı		1		1 1	

Clause	Data
SCC 8.6.1.5	Add the following: In addition to the insurances required in terms of the GCC Clauses 8.6.1.1 to 8.6.1.4 the following is also required:
	Add to 8.6.1.
	The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether nominated or otherwise) for an amount of R2 million per occurrence against the liability stated in Sub-Clause 8.6.1.
SCC 8.6.1.1.2	Add the following:
	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
SCC 8.6.1.1.3	Add the following:
	The required insured amount to cover professional fees for repairing damaged infrastructure and equipment and loss of time on the construction schedule is to be 15% of the contract value.
SCC 8.6.1.3	Add the following:
	The limit of indemnity for liability insurance is 10 % of contract value.
	Public Liability Insurance to a minimum of R20 million to be provided.
SCC 8.6.1.4	Payment for labour-intensive component of the works
	Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict
SCC 8.6.1.5	Linkage of payment for labour-intensive component of works to submission of project data
	The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
SCC 8.6.1.6	Applicable Labour Laws
	The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

Contractor	Witness 1	Witness 2	Fmployer	Witness 1	Witness 2

Witness 2

Witness 1

PART 2: DATA PROVIDED BY THE CONTRACTOR

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

Witness 2

Employer

Contractor

Witness 1

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

TENDER NO: 04/24/25

CIDB: 4 CE OR HIGHER

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD

WHER	EAS
	at(Hereinafter referred to as "the Employer")
Entered	d into, on the day of20, at
a Conti	ract with
	at Dro-Form
	(Hereinafter referred to as "the Contractor")
for the	construction of
	/HEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of ship for the due and faithful fulfilment of such Contract by the Contractor;
	/HEREASave at the request of the Contractor, agreed to give such security;
and bin	THEREFORE WE,
1.	The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2.	The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3.	This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4.	Our total liability hereunder shall not exceed the sum of (R).
5.	We hereby choose domicilium citandi etexecutandi for all purposes arising hereof at
Co.	ntractor Witness 1 Witness 2 Employer Witness 1 Witness 2

VITNESS WHEREOF this guarantee I	nas been executed by us at	on this
tnesses:		
	Signature	
	Signature	
uthorised to sign on behalf of		
	Address	

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY

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

THIS	AGREEM	ENT IS made at
on the	·	day of in the year
Betwe	een Ba-Ph	alaborwa Local Municipality (hereinafter called "the Employer") of the one
part, h	nerein repr	resented by
In his	capacity a	as
	elegate of of 1998,	the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act
and		
(herei		ed "the Mandatory") of the other part, herein represented by
in his		S
and b	eing duly a	authorized by virtue of a resolution appended hereto as Annexure A;
the coagree	onstruction d to certain sions of the	ER CULVERT AT TENSION PILUSA GRAVEYARD and has accepted a Bid by the Mandatory for not completion and maintenance of such Works and whereas the Employer and the Mandatory have not arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the e Occupational Health and Safety Act, 1993 (Act 85 of 1993). **DRE THIS AGREEMENT WITNESSETH AS FOLLOWS:**
1	The Man	datory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2	_	eement shall hold good from its Commencement Date, which shall be the date of a written notice from the or engineer requiring him to commence the execution of the Works, to either - the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract 2015 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or
	(b)	The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.
3	The Man	datory declares himself to be conversant with the following:
	(a)	All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993) hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
		(i) Section 8 : General duties of Employers to their employees

(ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees

(iii) Section 37: Acts or omissions by employees or mandatories

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

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

SIGNED FOR	R AND ON BEHALF OF T	HE EMPLOYER	:		
Witness			Witness		
(Name) (Print) SIGNED FOR	R AND ON BEHALF OF T	HE MANDATORY	(Name) (Print) :		
Witness			Witness		
(Name) (Print)			(Name) (Print)		
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ANNEXURE A

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

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

By resolution of the board of directors passed at	a meeting held on 20,
Mr//Ms	whose signature
appears below, has been duly authorised to sign	n the AGREEMENT IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT,	, 1993 (ACT 85 OF 1993) on behalf of
SIGNED ON BEHALF OF THE COMPANY	:
IN HIS/HER CAPACITY AS	:
DATE	:
SIGNATURE OF SIGNATORY	:
WITNESS :	WITNESS :
NAME (in capitals):	NAME ·
NAIVIE (III Capitals).	NAME :
Contractor Witness 1 Witn	ess 2 Employer Witness 1 Witness 2

C1.5 CORPORATE GOVERNANCE BREACH CLAUSE

- ("Ba-Phalaborwa Local Municipality") requires [insert name of company] ("the Company") to comply, mutatis mutandis
 with the Code contained in the King III Report and Code of Good Corporate Governance (below "the Code") for the
 term of this Agreement and any extension thereof.
- 2. The Company irrevocably undertakes and agrees that it will, mutatis mutandis, comply with the Code for the term of this Agreement and any extensions thereof.
- 3. The Company acknowledges and agrees that:
 - 3.1 It is essential that the Company complies with the Code, in order to discharge all of its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
 - 3.2 Ba-Phalaborwa Local Municipality will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.
- 4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish Ba-Phalaborwa Local Municipality with a written certificate, signed by the directors of the Company [alternatively members of the Close Corporation], certifying that the Company has complied with the provisions of the Code during the preceding months.
- 5. Ba-Phalaborwa Local Municipality shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company in order to ascertain whether the Company is indeed complying with the terms of the Code. To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of Ba-Phalaborwa Local Municipality and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to Ba-Phalaborwa Local Municipality. In the event of it being found that the Company is not complying with the Code, then BA-Phalaborwa Local Municipality shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then Ba-Phalaborwa Local Municipality shall bear the costs incurred in such investigation. In either of the afore-going events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.
- 6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors' obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
- 7. In entering into this Agreement, the Company represents and warrants to Ba-Phalaborwa Local Municipality that it is familiar with the Code, that it fully understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded.

				Initial:	
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD

CIDB GRADING: 4 CE OR HIGHER

Part C2: PRICING DATA

		j				j	
Contractor	Witness 1		Witness 2	Employer	Witness 1		Witness 2

		PROVISSIONAL SUMS					1-
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
		SECTION 8: SUM STATED PROVISIONALLY BY THE ENGINEER Existing Services					
1.		Materials to be used during execution of dayworks	Prov-sum	1	35000	35000,00	Ц
2.		Provisional sum for Community Liason Officer	Prov-sum	1	20000	20000,00	LI
3.		Provisional sum for SHE Rap	Prov-sum	1	18000	18000,00	
4.		Provissional sum of acceptance control testing ordered by the engineer by an approved independent laboratory including travel expenses and supply test results	Prov-sum	1	35000	35000,00	
5.		Provissional sum for royalties for borrow-pit and land acquisition	Prov- sum	1	25000	25000	
6.		Provision for attendance of PSC members(@ R200/member/seating)	Prov-sum	1	3600	3600,00	
7.		Provisional sum for student training(@R5000/student/month)	Prov-sum	1	15000	15000,00	
8.		Provisional sum for Labours payment during training days	Prov-sum	1	9680	9680,00	
9.		Provisional sum for relocation of existing services	Prov-sum	1	20000	20000,00	
10.		Provisional sum for relocation of fences	Prov-sum	1	20000	20000,00	
11.		Provisional sum for rehabilitation of borrow-pit	Prov-sum	1	40000	40000,00	
12.		Provisional sum for Labours Protective Clothing	Prov-sum	1	24000	24000,00	
13		Demolish existing bridge and remove complete including carting away of all rubble	Prov-sum	1	60000,00	R 60 000,00	
14		Percentage for the contractors handling Fee with respect to items 1 up to Item 13, limited to 15%	%				
		Sub-Total Carried Forward to Summary					

		SECTION 1300 : CONTRACTOR'S ESTABLISHM	ENT ON	SITE AND	GENERAL	OBLIGATIONS	
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	1300	SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
13,01		(a) Fixed obligations	sum	1			
		(b) Value-related obligations	sum	1			
		(c) Time-related obligations	sum	3			
		Sub-total carried forward to summary					

Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	COLTO 1400	HOUSING, OFFICES AND LABORATORIES FOR ENGINEER'S SITE PERSONNEL					
		ENGINEER S SHE P ERSONNEE					
14,01		Office and laboratory accommodation :					
		the provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burgular proofing, painting, floors, fencing, the provision of a 220/230 volt electric switchboards, etc, water and sewerage installation, and stores complete, in accordence with the drawings and specifications, except for items scheduled elsewhere:					
		(a) Office floor space (interior floor space only)	m²	50			LI
		(b) Ablution blocks	m²	10			LI
		(c) Stores	m²	100			LI
14,02		Office and Laboratory Furniture					
		(a) Chairs	no.	10			
		(b) Desks, complete with drawers and locks	no.	2			
		(c) Conference tables	no.	1			
14,03		Office and laboratory fittings, installations and equipment:					
		(a) Items measured by number:					
		(i) 220/250 volt power point	no.	3			
		(ii) 400/231 volt 3-phase power point	no.	3			
		(iii) Double 80 watt flourescent-light fittings complete with ballast and tubes	no.	3			
		(iv) Double 55 watt flourescent-light fittings complete with ballast and tubes	no.	3			
		(v) Single incandescent-light fittings complete with 100 watt globes	no.	3			
		(vi) Wash-hand basins complete with taps and drains	no.	2			
		(viii) Extractor fans installed complete with own power connected	no.	2			
		Total Carried Forward					
	l			1			<u> </u>

Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
		Brought Forward	· · · · · · · · · · · · · · · · · · ·				
		(xi) Air-conditioning unit with, 2.2 kW minimum capacity, and with own power connection	no.	1			
		(xii) Heater, space-heating type, minimum capacity 1.5 kW	no.	1			
		(xiv) General-purpose steel cupboards with shelves	no.	1			
		(xv) Steel filling cabinets with drawers	no.	1			
		(xviii) Voltage Stabilizers	no.	1			
İ		Total Carried Forward					

Item No.	Payment clause	Description	Unit	Quantity	Rate	Construction Method
		Brought Forward			,	
		(vii) Venetian Blinds	m²	5		
		(viii) Contract Nameboard	no.	2		
14,04		<u>Car ports</u>				
		Car ports, as specified, at offices and laboratory buildings	no.	3		
		Total carried forward to summary				

SECTION 1500 : ACCOMMODATION OF TRAFFIC

		SECTION 1500 : ACCOMMODATION OF TRAFFIC	ن				1 -
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	COLTO 1500	ACCOMMODATION OF TRAFFIC					
15,01		Accommodating traffic and maintaining temporary deviations	km	0,22			
15,02		Earthworks for temporary deviations:					
		(a) Shaping of temporary deviations	km	0,22			
		(b) Cut and borrow to fill	m³	45			
		(c) Cut to spoil	m³	45			
15,03		Temporary traffic-control facilities:					
		(a) Flagmen	man- day	132			
		(b) Portable STOP and GO-RY signs	no.	2			
		(c) Temporary traffic-control signals as specified or as shown on drawings	no.	7			
		(d) Amber flicker lights	no.	4			
		(e) Road signs, R- and TR-series (size indicated)	no.	5			
		(f) Road signs, TW-series (size indicated)	no.	5			
		(g) Road signs, STW-, DTG-, TGS-, AND TG- series (excluding delineators and barricades)	no.	4			
		(h) Delineators (DTG50J) (size indicated):					
		(i) Single	no.	12			
		(ii) Mounted back to back	no.	12			
		(i) Movable barricade/road sign combination (size indicated)	no.	1			
		(j) Traffic cones	no.	10			
15,03		Gravelling and repair of temporary deviations and existing gravel shouldes used as temporary deviations:					
		(a) Watering of temporary deviations	KI	100			
		Total Carried to Summary					
	1						1

SECTION 1600 :OVERHAUL

		SECTION 1600 :OVERHAUL	1	•	•		
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	COLTO			-			CONSTRUCTION IVIETION
	1600	OVERHAUL					
40.04		Overhaul on material hauled in excess of a free-					
16,01		haul distance 0.5 km, for haul up to or through 1.0 km (restricted overhaul)	m³	1232			
		kiii (restricted overriadi)	""	1202			
16,02		Overhaul on material hauled in excess of 1.0 km	m³-km	4928			
16,02		Overnaul on material nauled in excess of 1.0 km	III°-KIII	4920			
-							
		Total Carried to Summary					
	<u> </u>	l .				I	

SECTION 1700 : CLEARING ANG GRUBBING

Item No.	Payment	Description	Unit	Quantity	Rate	Amount	Construction Value
	clause COLTO	CLEARING AND GRUBBING					
	1700	OLLANING AND GRODDING					
17,01		Clearing and grubbing	ha	0,2			
17,02		Removal and grubbing of large trees and tree stumps:					
		(a) Girth exceeding 1 m up to and including 2 m	no.	1			LI
		(b) Girth exceeding 2 m up to and including 3 m	no.	1			LI
17,03		Reclearing of surfaces (on written instructions of the engineer only)	ha	0,1			LI
		Total Carried to Summary					
<u> </u>	<u> </u>	<u> </u>		L			

SECTION 2100 : DRAINS

	-	SECTION 2100 : DRAINS					1
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	COLTO 2100	DRAINS					
21,01		Excavation for open drains:					
		(a) Excavating soft material situated within the following depth ranges below the surface level:					
		(i) 0 m up to 1.5 m	m³	297			LI
		(ii) Exceeding 1.5 m and up to 3.0 m	m³	10			LI
21,02		Clearing and shaping existing open drains	m³	15			LI
21,03		Excavation for subsoil drainage systems:					
		(a) Excavating soft material situated within the following depth ranges:					
		(i) 0 m up to 1.5 m	m³	0		Rate Only	LI
		(ii) Exceeding 1.5 m and up to 3.0 m	m³	0		Rate Only	LI
		Total Carried to Summary					

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

	_	AND CONCRETE LINNINGS FOR OPEN DRAINS					1
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
23.01	COLTO 2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINNINGS FOR OPEN DRAINS Concrete kerbing (Figure 7 Mountable kerbs 40mm):					
		(a) Prefabricated Figure 7 Mountable Kerbs 40mm(Including haunching and bedding sand)	m	40			
		(a) Prefabricated edge beams(Including haunching and bedding sand)	m	0		Rate Only	
23.07		Trimming of excavations for kerbs and edge beams:					
		(a) In soft material	m²	72			LI
		(b) In hard material	m²	1,44			LI
23.08		Concrete lining for open drains:					
		(a) Cast in situ concrete lining (class of concrete 35MPa for the V-drain)	m ³	0		Rate Only	LI
		(b) Class U2 surface finnish to cast in situ concrete (V-drain Channel)	m²	0		Rate Only	Ц
23.09		Formwork to cast in situ concrete lining for open drains (class F2 surface finish):					
		(a) To sides with formwork on the internal face only	m	0		Rate Only	LI
		(b) To sides with formwork on both internal and external faces (each face measured)	m	0		Rate Only	LI
		(c) To ends of slab	m²	20			LI
23.10		Sealed joints in concrete linings of open drains	m	0		Rate Only	LI
23.11		Concrete screed or backfill below chutes	m²	20			LI
23.12		Steel reinforcement:					
		(a) Mild steel	t	0,1			LI
		(b) High-tensile steel bars	t	0,1			LI
		(c) Welded steel fabric	kg	50			LI
		Total Carried to Summary					

SECTION 3100 : BORROW MATERIALS

	•	SECTION 3100 : BORROW MATERIALS					
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	COLTO 3100	BORROW MATERIALS					
31.01		Excess overburden	m³	330			
31.02		Excess overburden in borrow pits for obtaining material for pavement layers:					
		(a) Overburden in soft or intermediate excavation	m³	310			
		(b) Overburden in hard excavation	m³	20			
31.03		Finnishing-off borrow areas in:					
		(a) Hard material	ha	0,1			
		(b) Intermediate material	ha	0,1			
		(c) Soft material	ha	0,3			
		Total Carried to Summary					

SECTION 3300 : MASS EARTHWORKS

Item No. Payment clause Description Unit Quantity Rate Amount Construction	
33.01 Cut and borrow to fill, including free-haul up to 0.5 km: (ii) Compacted to 90% modified AASHTO density m³ 80 (iii) Eight roller passes compaction m³ 80 Cut to spoil, including free-haul up to 0.5 km.	
Cut and borrow to fill, including free-haul up to 0.5 km: (ii) Compacted to 90% modified AASHTO density (iii) Eight roller passes compaction Cut to spoil, including free-haul up to 0.5 km.	
0.5 km: (ii) Compacted to 90% modified AASHTO density m³ 80 (iii) Eight roller passes compaction m³ 80 Cut to spoil, including free-haul up to 0.5 km.	
(iii) Eight roller passes compaction m³ 80 Cut to spoil, including free-haul up to 0.5 km.	
(iii) Eight roller passes compaction m³ 80 Cut to spoil, including free-haul up to 0.5 km.	
Cut to spoil, including free-haul up to 0.5 km.	
(a) Soft excavation m³ 462	
(b) Intermediate excavation m³ 231	
(c) Hard excavation m³ 25	
(d) Boulder excavation class A m³ 18	
33.07 Removal of unsuitable material (including free-haul of 0.5 km)	
(a) In layer thicknesses of 200 mm and less:	
(ii) Unstable material m³ 78	
33.10 Roadbed preparation and the compaction of material:	
(a) Compaction to 90% of modified AASHTO m³ 231	
33.13 Finishing-off cut and fill slopes, medians and interchange areas:	
(a) Cut slopes m ² 15	
(b) Fill slopes m ² 18	
Total Carried to Summary	

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

		SECTION 3400: PAVEMENT LAYERS OF GRAVE	LMAIL	KIAL	1	•	•
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	COLTO 3400	PAVEMENT LAYERS OF GRAVEL MATERIAL					
34,01		Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1.0 km:					
		(a) Gravel base layer compacted to:					
		(i) 95 % of modifiedd AASHTO density (specify compacted layer thickness)	m³	217,8			
		(b) Gravel base layer compacted to:					
		(i) 95 % of modifiedd AASHTO density (specify compacted layer thickness)	m³	145,2			
		(c) Gravel selected layer compacted to:					
		(i) 95 % of modifiedd AASHTO density (specify compacted layer thickness)	m³	145,2			
		Total Carried to Summary				_	

SECTION 5100: PITCHING, STONEWORK AND PROTECTION AGAINST EROSION

		SECTION 5100 : PITCHING, STONEWORK AND	PROTEC	TION AGAIN	IST EROSIO	<u> </u>	7
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
<u> </u>	clause			,		-	
	5100	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION					
	5100	AGAINST ERUSION					
51.01		Stone pitching:					
31.01		Stone pitching.					
		(a) Grouted stone pitching	m²	78			
		(a) Grouted storie pitching	111-	70			
1							
1							
1							
		Total Carried to Summary					
		, , , , , , , , , , , , , , , , , , ,					

SECTION 5200 : GABIONS

		SECTION 5200 : GABIONS			1	Т	
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	5200	GABIONS					
52.01		Foundation trench excavation and backfilling :					
		(b) In all other classes of material	m³	120			LI
52.02		Surface preparation for bedding the gabions	m²	85			LI
52.03		Gabions					
		(a) Galvanized gabion boxes (2m x 1m x 1m boxes using un-weathered and solid without flaking or weathering rocks with the sizes ranging between 100mm to 200mm)	m³	80			Ц
		(b) Galvanised gabion mattresses (Mesh size: 80mm x 80mm, Wire diameter : 2.7mm Diaphragm spacing : 1m					
		(i) 3m x 1m x 0.3m	m³	25			LI
		Total Carried to Summary					

SECTION 5400 : GUARDRAILS

Itom N-	Payment	SECTION 5400 : GUARDRAILS	Llait	Oughtit.	Pote	Amount	Construction Mathe
Item No.	clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	5400	GUARDRAILS					
54.01		Double Guardrails on timber posts:					
J4.U1							
		(a) Galvanized	m	40			LI
		Extra over items 54.01, 54.02 and 54.11 for					
54.03		horizontally curved guardrails factory bent to a radius of less than 45m	m	5			LI
54.04		End treatments:					
		(a) End wings on double guardrails	no	8			LI
54.06		Reflective plates	no	80			LI
	•	Total Carried to Summary					

_		SECTION 5600 : ROAD SIGNS			T		
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	5600	ROAD SIGNS					
56.01		Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retroreflective material, where the sign board is constructed from:					
		(a) Aluminium sheet (2.0 mm thick):					
		(i) Area not exceeding 2 m ²	m²	10			LI
		(ii) Area exceeding 2 m² but not 10 m²	m²	9			LI
		(iii) Area exceeding 10 m ²	m²	9			LI
56.03		Road sign supports (overhead road sign structures excluded) :					
		(a) Steel tubing (100mm diameter)	m	100			LI
		Total Carried to Summary					

STRUCTURES: BRIDGE STRUCTURE

ITEM NO			DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			DGE STRUCTURE				
	FOUNDAT	IONS FOR	R STRUCTURES				
2/61.01	Additional	l foundation	on investigations	Prov sum	1	30 000,00	R30 000,00
2/61.02	Excavatio	n:					
	(a)		excavation in soft material situated following successive depth ranges:				
		(i)	0 m up to 2 m	m³	51		
		(ii)	Exceeding 2 m and up to 4 m	m³	78		
		(iii)	Exceeding 4 m and up to 6 m	m³	12		
	(b)	Extra over hard mate	r subitem 61.02(a) for excavation in erial irrespective of depth	m³	12,0		
2/61.03	Access an	nd drainag	e:	Lump-Sum			
Part 2	Sub-Total	Carried for	ward				

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Sub-Total	Brought forward				
2/61.04	Backfill to	excavations utilising:				
	(a)	Material from the excavation	m³	25,0		
	(b)	Imported material	m³	18,0		
	(c)	Soil cement (8% Cement)	m³	8,0		
2/61.05	Fill within	a restricted area	m³	8,0		
2/61.07	Overbrea	k in excavation in hard material	m²	5,0		
2/61.08	Foundatio	on fill consisting of:				
	(a)	Rock fill	m³	50		
	(c)	Compacted granular material	m³	80		
	(d)	Mass concrete class 15/19	m³	20		
	(e)	Concrete screed, 50 mm thickness, class 15/19	m³	20		
Part 2	Sub-Total	Carried forward				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Sub-Total Brought forward				
	FALSEWORK, FORMWORK AND CONCRETE FINISH				
2/62.02	Vertical formwork to provide:				
	(a) Class F1 surface finish to:				
	(i) Wing walls and inlet/outlet structures	m²	64,8		
	(b) Class F2 surface finish to:				
	(i) Approach slabs and base slabs	m²	36		
Part 2	Sub-Total Carried forward				

ITEM NO	EM NO DESCRIPTION				QUANTITY	RATE	AMOUNT	
	Sub-Tota	al Brought	forward					
63,00	STEEL F	REINFOR	CEMENT FOR STRUCTURES					
2/63.01	63.01 Steel reinforcement for:							
	(a)	Approa	ach slabs, head walls and base slabs					
		(i)	Mild steel bars	t	5			
		(ii)	High-yield-stress-steel bars	t	12,0			
		(iii)	Welded steel fabric	kg	220			
64,00	CONCRI	ETE FOR	<u>STRUCTURES</u>					
2/64.01	Cast in s	situ conc	rete:					
	(a) Class 30/19 concrete in:							
		(i)	Approach slabs, head walls and base slabs	m³	41			
Part 2	Sub-Tota	al Carried	forward					
. uit Z		Janiou	.5					

ITEM NO			DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Sub-Tota	al Brought i	forward				
	NO-FINE BOX CU	S CONCR	EETE, JOINTS, BEARINGS, AND DRAINAGE FOR STRUCTURES				
2/66.05	Expansi	on joints:					
	(a)	400mm	x 100mm asphaltic plug-type joints	m	30,0		
2/66.06	Concret	e pipe cul	verts:				
	(b) With	prefabricat	ed floor slabs (1200mm x 12000mm RP-75S)	m	58,0		
2/66.07	Unfilled	joints:					
	(a)	Two lay	ers bituminous paint	m²	0		Rate Only
2/66.08	Sealing	joints with	n:				
	(a)	10 mm : approve	silicone sealant, Dow Corning 888 d equivalent	m	0		Rate Only
2/66.17	End blo	cks		number	4		
2/66.19	Drainag	e pipes an	d weep holes:				
	(a) Drainage pipes:						
		(i)	75mm dia PVC pipes	m	24		
	(b)	Weep h	oles:				
		(i)	50mm dia PVC pipes	m	12		
2/66.21	Syntheti	c-fibre filt	er fabric (Kaymat U24)	m²	120		
	Sub-Tot	al Carried	forward				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Sub-Total Brought forward				
2/66.23	Crushed stone in drainage strips	m³	9		
	TOTAL CARRIED TO SUMMARY				

		SECTION 5600 : ROAD SIGNS	1				
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method
	7300	CONCRETE BLOCK PAVING FOR ROADS					
73,01		Concrete block paving					
		Class 25, 80mm Block Type S-A	m²	36			LI
73.02		25mm bedding sand	m ³	0,9			LI
		Total Carried to Summary					

SCHEDULE B : OCCUPATIONAL HEALTH AND SAFETY

	SCHEDULE B : OCCUPATIONAL HEALTH AND SAFETY									
Item No.	Payment clause	Description	Unit	Quantity	Rate	Amount	Construction Method			
	ciaasc	OCCUPATIONAL HEALTH AND SAFETY								
B1		Occupational health and safety								
		Contractors initial obligations in respect of the Occupational Health and Safety Act and Construction								
B1.1		Regulations	Lump Sum	1			LI			
		- regulations	Lamp Cam	·						
B1.2		Contractors time related obligations in respect of the		_						
		Occupational Health and Safety Act and Construction	Month	3			LI			
B1.3		Submission of the Health and Safety File	Lump Sum	1			LI			
J 1.0		Cashinosion of the Fredam and Carety File	Lamp Cam	·						
		Total Carried to Summary								

SCHEDULE C: ENVIRONMENTAL MANAGEMENT PLAN

	LE C: EN Payment	IVIRONMENTAL MANAGEMENT PLAN I					1
Item No.	clause	Description	Unit	Quantity	Rate	Amount	Construction Method
C1000		ENVIRONMENTAL MANAGEMENT PLAN					
C100.01		Penalty for unnecessary removal or damage to trees for the following diameter sizes:					
		(a) 2 600mm girth or less	No			Rate Only	
		(b) Greater than 2 600mm, but less than 6 180mm girth	No			Rate Only	
		(c) Greater than 6 180mm girth	No			Rate Only	
C100.02		Penalty for serious violations:					
		(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	No			Rate Only	
		(b) General damage to sensitive environments	No			Rate Only	
		(c) Damage to cultural and historical sites	No			Rate Only	
		(d) Pollution of water sources	No			Rate Only	
		(e) Unauthorised blasting activities	No			Rate Only	
		(f) Uncontrolled/unmanaged erosion per incident, depending onenvironment impacts, plus rehabilitation at contractor's cost	No			Rate Only	
		(g) Damage to sensitive vegetation within "no-go" areas of vegetation damaged, plus rehabilitation thereof at contractors cost	No			Rate Only	
C100.03		Penalty for less serious violations:					
		(a) Littering on site	No			Rate Only	
		(b) Lighting of illegal fires on site	No			Rate Only	
		(c) Persistent or un-repaired fuel and oil leaks	No			Rate Only	
		(d) Any person related to the contractor's operations found within the designated "no-go" areas	No			Rate Only	
		(e) Any vehicles or equipment related to the Contractor's operations found within the designated "no-go" areas	No			Rate Only	
		(f) Excess dust or excess noise emanating from site	No			Rate Only	
		(g) Dumping of milled material in side drains or on grassed areas]	No			Rate Only	
		(h) Possession or use of intoxicating substances on site	No			Rate Only	
		(i) Any vehicles being driven in excess of designated speed limits	No			Rate Only	
		(j) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	No			Rate Only	
		(k) Illegal hunting	No			Rate Only	
		(I) Urination and defecation anywhere except in designated areas	No			Rate Only	
TOTAL C	CARRIED	FORWARD TO SUMMARY					

SUMMARY OF SCHEDULE OF QUANTITIES								
DESCRIPTION	AMOUNT							
PROVISSIONAL SUMS								
SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND								
GENERAL OBLIGATIONS								
SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR								
ENGINEER'S SITE PERSONNEL								
SECTION 1500 : ACCOMMODATION OF TRAFFIC								
SECTION 1600 :OVERHAUL								
SECTION 1700 : CLEARING ANG GRUBBING								
SECTION 2100 : DRAINS								
Description								
SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELLING,								
CHUTES AND DOWNPIPES, AND CONCRETE LINNINGS FOR OPEN								
DRAINS								
SECTION 3100 : BORROW MATERIALS								
SECTION 3300 : MASS EARTHWORKS								
SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL								
SECTION 3500 : STABILIZATION								
SECTION 4200 : ASPHALT BASE AND SURFACING	Rate Only							
SECTION 5100 : PITCHING, STONEWORK AND PROTECTION AGAINST								
EROSION								
SECTION 5200 : GABIONS								
SECTION 5400 : GUARDRAILS								
SECTION 5600 : ROAD SIGNS								
SECTION 5700 : ROAD MARKINGS								
SECTION 6000 : STRUCTURES								
SECTION 7300 : CONCRETE BLOCK PAVING FOR ROADS								
ROADWORKS - SCHEDULE A								
OCCUPATIONAL LICALTH AND CAPETY COURDING D								
OCCUPATIONAL HEALTH AND SAFETY - SCHEDULE B								
SUB-TOTAL								
ADD 400/ CONTINUED NOTES								
ADD 10% CONTINGENCIES								
SUB-TOTAL								
VAT at 15%								
7A1 41 10/0								
TOTAL								



INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD

CIDB GRADING: 4 CE OR HIGHER

C3 SCOPE OF WORK

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD

CIDB GRADING: 4 CE OR HIGHER

PART C3: SCOPE OF WORK

C3.1: DESCRIPTION OF WORKS

C3.2: LIST OF DRAWINGS

C3.3: PROCUREMENT

C3.4: CONSTRUCTION

C3.5: VARIATION AND ADDITIONS TO STANDARD SPECIFICATIONS

C3.6: PARTICULAR SPECIFICATIONS -

C3.7: HEALTH AND SAFETY SPECIFICATIONS

C3.8: ENVIRONMENTAL MANAGEMENT SPECIFICATIONS

C3.9: MANAGEMENT OF WORKS

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L										
	Contractor	Witness 1		Witness 2		Employer		Witness 1		Witness 2

C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS-1 Project Description

PS-2 Description of the Site and Access

PS-3 Details of the Works

PS-4 Construction Management Requirements

PS-5 Security Clearance of Personnel

PS-6 Subcontractors
PS-7 Supply of Materials
PS-8 Execution of Works

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PSA SABS 1200 A: General PSC SABS 1200 D: Earthworks

C3.3 PARTICULAR SPECIFICATIONS

SECTION PC Trimming Of Site SECTION PC Maintenance SECTION PE Contingencies

SECTION PG Generic Labour-Intensive Specification

SECTION POHS

OHSA 1993 Safety Specification

C3 Scope of Work

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

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to construct a new culvert bridge. This will improve the internal road network of the township, enhancing the safe and good mobility and accessibility, creation of jobs while growing the economy of the town. This adds value to the municipality's vision and mission of the service delivery.

The second employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines.

1.2 Overview of the works

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

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Contractor	Witness 1	Witness 2		Employer		Witness 1		Witness 2

- Exposing existing services
- Site establishment
- Setting out
- Accommodation of traffic and directing of traffic
- Rock fill
- Concrete Works
- Pavement layers
- Stabilization
- Gabions
- Stone Pitching
- Precast Culverts
- Road signs installation
- · Cleaning of site and reinstatement
- De-establishment

1.4 Location of the Works

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

1.5 General Information

Labour Regulations

C3.1.7.1 Payment for the labour-intensive component of the works

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2 Applicable labour laws

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

C3.1.7.3 Introduction

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(i) "time-rated worker" means a worker paid on the basis of the length of time worked.

C3.1.7.4 Terms of Work

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

C3.1.7.5 Normal Hours of Work

An employer may not set tasks or hours of work that require a worker to work-

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

C3.1.7.6 Meal Breaks

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

C3.1.7.7 Special Conditions for Security Guards

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

C3.1.7.8 Daily Rest Period

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

C3.1.7.9 Weekly Rest Period

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

C3.1.7.10 Work on Sundays and Public Holidays

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

C3.1.7.11 Sick Leave

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one

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Contractor	Witness 1	ļi	Witness 2	Employer	Witness 1	Witness 2	2

day's paid sick leave for every full month that the worker has worked in terms of a contract.

- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is i.absent from work for more than two consecutive days; or
 - ii.absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

C3.1.7.12 Maternity Leave

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

C3.1.7.12 Family responsibility leave

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

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

C3.1.7.13 Statement of Conditions

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

(a) the employer's name and address and the name of the SPWP;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

C3.1.7.14 Keeping Records

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.
- (e) The employer must keep this record for a period of at least three years after the completion of the SPWP.

C3.1.7.15 Payment

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

C3.1.7.16 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.
- (f) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.1.7.17 Deductions

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

iii.pay the employer or any other person for having been employed.

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Contrac	Witness 1		Witness 2		Employer		Witness 1		Witness 2

C3.1.7.18 Health and Safety

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

C3.1.7.19 Compensation for Injuries and Diseases

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

C3.1.7.20 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be reengaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

C3.1.7.21 Certificate of Service

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

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

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

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

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Contractor	Witness 1	Witness 2	Employer		Witness 1		Witness 2

C3.1.7.23 Provision of Hand tools

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

C3.1.7.23 Reporting

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

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

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are:

SABS 1200 A 1986 : General

SABS 1200 C 1980 (Amended 1982) : Site Clearance SABS 1200 D 1989 : Earthworks

SABS 1200 GA 1982 : Concrete (Small Works)

(Note: "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

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

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts Part

1: General Engineering and Construction Works

C3.2: PROJECT SPECIFICATIONS

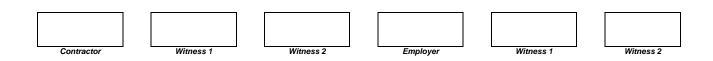
<u>STATUS</u>

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

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

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

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



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

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS1 PROJECT DESCRIPTION

General – establishment of site and meeting contractual obligations (Only one site camp will be established for this contract).

> Tension Pilusa Bridge

- Demolition of the existing structure
- Earthworks
- Concrete works
- Earthdrains
- Road marking
- Road signage

PS2 <u>DESCRIPTION OF THE SITE AND ACCESS</u>

2.1 Access to site

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

Project Name	Co-ordinates
Installation of Precast Stormwater	23°55'46.00"S
Culvert at Tension Pilusa Graveyard	30°59'31.3"E

PS3 <u>DETAILS OF THE WORKS</u>

PS4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

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

Certain aspects however require further attention as described hereafter.

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

- **4.3** Responsibilities for design and construction (Read with SANS 1921 1:2004 Clause 4.2)
- **4.3.1** The responsibility strategy followed in this contract shall be A.
- **4.3.2** The structural and civil engineer responsible for the design in accordance with the specification is: Nemorango Consulting Engineers
- **1.4 Planning, Programme and Method Statements** (Read with SANS1921-1:2004 clause 4.3)

4.4.1 Preliminary programme

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

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

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

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

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

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

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

4.4.3 Time for Completion

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4.4.4 Delay in Completion

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

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

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

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

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

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

- **4.7 Earthworks** (Read with SANS 1921 1: 2004 clause 4.10)
- **4.8 Testing** (Read with SANS 1921 1: 2004 clause 4.11)

4.8.1 Process control

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

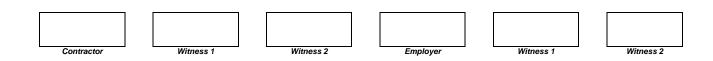
4.8.2 Acceptance control

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

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

Contractor's camp site and depot

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



The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer.

The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

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

4.9.2 Power Supply

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

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

4.9.3 Water Supply and Sewer

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

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

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

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

- 4.9.4 Accommodation of Employees
- 4.9.5 Water for construction
- 4.9.6 Facilities for the Engineer

4.9.7 Telephone Facilities

Telephone and facsimile facilities are needed on the site.

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

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

		_				_		_	
Contractor	Witness 1	4	Witness 2	JI.	Employer		Witness 1		Witness 2

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

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

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

Services belonging to the following service owners will be encountered:

SERVICE OWNER	TYPE OF SERVICE
Eskom	Electrical/Power lines
Telkom	Telephone lines
Ba-Phalaborwa Local Municipality	Sewer, water and electrical infrastructure

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

4.11.1 General statement

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

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

4.11.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

A Health and Safety Specification is included in Section C3.3, Part PE of the tender documents as part of the Particular Specifications.

(b) Tenderer's Health and Safety Plan

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

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

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Contractor	Witness 1	Witness 2	Employer		Witness 1	1	Witness 2

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

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

4.11.3 Cost of compliance with the OHSA Construction Regulations

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

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

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

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

4.12.1 Natural Vegetation

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

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

4.12.2 Fires

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

4.12.3 Environmental Management Plan

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

4.13 Contract Name board

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

4.14 Railway Facilities

The neare	st railway statio	n is			
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PS 5 SECURITY CLEARANCES OF PERSONNEL

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

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

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

PS 6 SUPPLY OF MATERIALS

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

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

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

PS 7 EXECUTION OF THE WORKS

7.1 Inspection by the Engineer

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

7.2 Certificate of Completion

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

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

PS 8 EXPANDED PUBLIC WORKS PROGRAMME (EPWP) LABOUR INTENSIVE SPECIFICATION (Read with SANS 1914 -5 2002 and Guidelines for the implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) third edition 2015)

8.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB Contractor grading designation of 4 CE and higher only shall engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Table 1: Skills programme for supervisory and management staff

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

- 8.2 Employment of unskilled and semi-skilled workers in labour-intensive works
- 8.2.1 Requirements for the sourcing and engagement of labour.
- 8.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- **8.2.1.2** The rate of pay set for the SPWP is R(minimum amount to be inserted) per task or per day.
- 8.2.1.3 Tasks established by the Contractor must be such that:
- 1. the average worker completes 5 tasks per week in 40 hours or less; and
- 2. the weakest worker completes 5 tasks per week in 55 hours or less.
- 8.2.1.4 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.
- 8.2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - a) where subsistence agriculture is the source of income;
 - d) those who are not in receipt of any social security pension income
- 8.2.1.6 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

a)	60%	women:
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	Contractor	Witness 1	Witness 2		Employer	Witness 1	Witness 2

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

8.2.2 Specific provisions pertaining to SANS 1914-5

8.2.2.1 Definitions

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

8.2.2.2 Contract participation goals

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

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

8.2.2.3 Terms and conditions for the engagement of targeted labour

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

8.2.2.4 Variations to SANS 1914-5

The definition for net amount shall be amended as follows:

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

The schedule referred to in 5.2.2.3 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

8.2.2.5 Training of targeted labour

- a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The Contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- c) A copy of this training request made by the Contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works— Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.
- d) The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

e)	The	Contractor	shall	do	nothing	to	dissuade	targeted	labour	from	participating	in	training

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

programmes.

- f) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of d above.
- g) Proof of compliance with the requirements of b to f must be proven.

8.3 Typical construction work to be executed applying labour intensive principles

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

C3.4.1 STANDARD SPECIFICATIONS

(a)The following specifications shall apply for the construction of the Works. (i)The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE Tel: (011) 805-5947 Waterfall Park / Postnet Suite 81 Fax: (011) 805-5971

Howick Gardens / Private Bag X65

Vorna Valley / Halfwayhouse Contact Person : Angeline Aylward

Becker Street / 1685

Midrand

(b)SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

(c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010				
1202	15	5.6.1				
1206	14	Deleted				
1209	52	6.10.2				
1210	54	51.1				
1212(1)	49	6.10.1				
1215	45	5.12.1				
1217	35	8.2.1				
1303	49	6.8				
1303	53	6.11				
1303	12	5.6				
1303	45	5.12.1				
1403	40(1)	6.4.1				
1505	40	6.4				
31.03	40	6.4				
3204(b)	40	6.4				
3303(b)	2	3				
5803(c)	40	6.4				
5805(d)	40	6.4				
6103(c)	40	6.4				
Item 83.03	22	5.15				
ALL SECTIONS	48	6.6				

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

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2010. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

C3.4.2.2 Amendments to the Standard Specifications

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

C3.4.2.3 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Structural Steelwork

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

SABS 1200 H 1990

SABS 1200 A 1986 General SABS 1200 AA 1986 General (Small Works) SABS 1200 AB 1986 Engineer's Office SABS 1200 AH 1986 General (Structural) SABS 1200 C 1980 Site Clearance SABS 1200 D 1988 Earthworks SABS 1200 DA 1988 Earthworks (Small Works) SABS 1200 DB 1989 Earthworks (Pipe Trenches) SABS 1200 G 1982 Concrete (Structural) SABS 1200 GA 1982 Concrete (Small Works)

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Contractor	Witness 1	Witness 2	Employer	Witness 1		Witness 2

1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

"Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer."

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word "network" in the fourth line of the first paragraph to read as "bar (Gantt) chart". Add the following after the third paragraph:

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

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

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirements regarding the training of labourers and Emerging Contractors (EC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

(b) Programme of work for rehabilitation work

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

"The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system." Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

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

Add the following:

"The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

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

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

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

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

(e) Materials on the site

Add the following:

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

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

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

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

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

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

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

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

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

Rainfall records for

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

Add the following subclause:

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

B1222 USE OF EXPLOSIVES

Add the following subclause:

"(h) Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the engineer."

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic."

B1229 SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

"Where reference is made in this specification or the standard specifications to the cement specifications, 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:

Contractor	Witness 1	Witness 2	Employer	•	Witness 1	-	Witness 2

Old product	Typical new product nome	enclature
nomenclature	Cement type	Cement strength class
OPC	CEMI	32,5
	CEMI	32,5R
RHC	CEMI	42,5
	CEMI	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

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

Add the following new clauses:

"B1230: IN-SERVICE AND STRUCTURED TRAINING

The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

(a) Details of in-service and structured training

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
 - the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
 - the name of the contractor
 - the name of the employee
 - the name of the project/contract

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- the nature of the work satisfactorily executed by the worker and the time spent thereon
- the nature and extent of training provided to the worker
- the dates of service.

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

(b) Lead time for training

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

B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

•	of this management personner.
(a)	Duties of the Community Liaison Officer
	The Community Liaison Officer's duties will be:
(i)	To be available on site daily between the hours of(insert time) and
	(insert time) and at other times as the need arises. His normal working day will
	extend from (insert time) in the morning until (insert time) in
	the afternoon.
(ii)	To determine, in consultation with the contractor, the needs of the temporary labour for relevant
` ,	skills training. He will be responsible for the identification of suitable trainees and will attend one
	of each of the training sessions.
(iii)	To communicate daily with the contractor and the engineer to determine the labour
. ,	requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in
	their resolution.
(iv)	To assist in and facilitate in the recruitment of suitable temporary labour and the establishment
` ,	of a "labour desk".
(v)	To attend all meetings in which the community and/or labour are present or are required to be
. ,	represented.
(vi)	To assist in the identification, and screening of labourers from the community in accordance
	with the contractor's requirements.
(vii)	To inform temporary labour of their conditions of temporary employment and to inform
	temporary labourers as early as possible when their period of employment will be terminated.
(viii)	To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
(ix)	To keep a daily written record of his interviews and community liaison.
(x)	To attend monthly site meetings to report on labour and RDP matters.
(xi)	All such other duties as agreed upon between all parties concerned.
(xii)	To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this
	document (form RDP 12(E)).
(b)	Payment for the community liaison officer
A speci	al pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison

of the Sectorial determination 2: Civil Engineering Sector (Task grade 3). (c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a six months basis, but with the option of renewal.

officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer in terms

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 4.4 of the General Conditions of Contract 2010, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 4.4of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

Add the following clause:

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

(a) Introduction

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

(b) General Provisions

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

(c) Duties of the Manager

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that
 - o Describes the organisation of work.
 - o Contains aspects concerning the protection of the employees and other persons' health and safety.
 - o Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number.

B12.35 MEASUREMENT AND PAYMENT

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

	Add	the fo	llowing	items:
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•	ITEM	Ū						U	JNIT
	312.01		ating material			depth ranges behing for servic		_	
	Contractor	•	Witness 1	Wi	tness 2	Employer	Witness 1		Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DER NO. 20/23/24								I
	(a)	0m to 2m					>	
		(i) (ii)	soft material hard material			cubic metro	` '	
	(b)	` '	em B12.01(a)		on by mea		e (III°)	
			uch as picks, o					
			hanical breake		•	_		
			ere no machine soft material	excavation	is permit		o (m3)	
		(i) (ii)	hard material			cubic metro		
Measurem	ent and payn	nent shall be as			the stand		` '	
ITEM							UNIT	
B12.02	Backfilling	Lloing the ex	roovated mater	ial		aubia matr	o (m3)	
	(a) (b)		cavated mater ted selected m			cubic metro		
Measurem		nent shall be as			the stand			
ITEM							UNIT	
B12.03	(a)		risional sum for nd/or protected:				anal cum	
	(b)		sts and profit ir			ineerprovisio	oriai Surri	
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ITEM B12.04	Provision f	or a Communi	ty Liaisan Off	icor			UNIT	
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	,		erProvisional S			,		
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							em B12.04 (a),	
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•	ling the comm	nunity liaison of	fficer."					
ITEM B12.05	(a) Mir	e Health and S	Safaty obligatio	ne			UNIT Month	
D12.00		ecial informatio		115	Prime Co	ost Sum (PC		
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Payment c		n B12.05(b) an) shall includ	de full com	Percentag	ge (%) or all the contrac	tore
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The prime	cost sums sh	all be paid in a	ccordance with	n the provision			nditions of Contr	
							cost items, which	ch
shall includ	de full compe	nsation for the	profit in connec	ction with pro	oviding the	e specified s	service.	
1300: CO	NTRACTOR'	S ESTABLISH	MENT ON SIT	E AND GEN	NERAL O	BLIGATION	S	
B1302	GENERAL	REQUIREMEN	ITS					
(a)	•	nstructional pl	lant and testir	g facilities				
Add the fo	_	each area who	ara work is hai	na undertak	an nrovid	o on a daily	basis at least on	ص (1)
		e unit per thirty						C (1)
project. Ti	he latrine unit	s shall be servi	iced daily and l	kept in a hyg	gienic and	orderly state	e to the satisfact	ion
•	•	parate payment		•			deemed to be	
included in B1303	n the rates ten	dered for the c	contractor's time	e-related ob	ligations."			
ITEM	IAIMENI						UNIT	
B13.01		ctor's general				(As spe	cified)	
Add the fo	llowing after t	he fifth paragra	aph:					
1								

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

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."

1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL **OFFICES AND LABORATORIES** B1402

(a) General

Add the following:

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

The engineer's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the engineer.

Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's tendered rate for item B13.01(c)."

(b) Offices

Add the following new sub-sub-clause:

"(xviii)

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

B1403 HOUSING

(c) Rented accommodation

Add the following:

"The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item 14.07(a) and shall be expended on a monthly basis by the contractor as ordered by the engineer."

MEASUREMENT AND PAYMENT B1406

Add the following sub-item:

ITEM UNIT B1403 (b) (ix) Provision of cellular telephones Number (No)

2. Provisional sum for the costs of cellular calls

and other charges Provisional sum

3. Handling cost and profit in respect of

sub-item B14.03(b)(ix) 2 Percentage (%)

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

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

ITEM UNIT

B14.11 Provision and erection of security fencing(Including gate) metre (m)

The unit of measurement shall be the metre of security fence supplied and erected as indicated on the drawings and/or ordered by the engineer. The tendered rate shall include full compensation for procuring and furnishing of all material, including one vehicle gate, labour and equipment required to erect the specified security fence and maintain it for the duration of the contract."

General·	Method of	navment

Add the following:

		1		1				
Contractor	Witness 1	J	Witness 2	J	Employer	J	Witness 1	Witness 2

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

1500: ACCOMMODATION OF TRAFFIC B1502 GENERAL REQUIREMENTS

(e) Access to properties

Add the following:

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

(i) Traffic safety officer

Add the following after subclause (viii):

- "(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works
- (vi) arrange for the removal of broken down vehicles that obstruct the normal traffic flow The Contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words "CONTRACTOR TRAFFIC CONTROL" and/or "AANNEMER VERKEERSBEHEER" in clearly legible letters shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W. The flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the Contractor's cost for his establishment and general obligations (Section 1300)."

Add the following new sub-clauses:

"(j) Handing over the site

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

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

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

(I) Land taken up for deviations

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

"(m) Maximum lengths of construction areas

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

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

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

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

•	. 0		
R1503	TEMPORARY TRAFFIC	CONTROL	EACH ITIES

		1				
Contractor	Witness 1		Witness 2	Employer	Witness 1	Witness 2

Add the following after the first paragraph:

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

(b) Road signs and barricades

Add the following:

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

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

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

(c) Channelization devices and barricades

Add the following:

"Drums shall not be used as channelization devices.

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

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

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

(e) Warning devices

Add the following:

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

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

B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

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

Add the following clause:

B1517 RETRO-REFLECTIVE MATERIAL

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

Contractor Witness 1 Witness 2 Employer Witness 1 W	tness 2
Contractor whitess t whitess 2 Employer whitess t w	111622 Z

B1518 MEASUREMENT AND PAYMENT

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

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

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

Renumber item 15.03 as B15.03 and add the following

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

Add the following sub-item:

"ITEM

UNIT

B15.03 Temporary traffic control facilities

(n) Provision of high visibility safety jackets and safety hatsnumber (No)

The unit of measurement shall be the number of safety jackets supplied to the supervisory staff. The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract".

Add the following items:

"ITEM UNIT

B15.14 Allow provisional sum for:

(a) repair of damaged temporary road signs and

delineators provisional sum

(b) replacement of damaged temporary road signs and

delineators provisional sum

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

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

ITEM UNIT

B15.15 Prime cost sum for:

- (a) Compensation to landowners for land taken
- up by deviationsprime cost (PC) sum
- (b) Handling cost and profit in respect of sub-item

B15.15(a) above percentage (%)

The prime cost sum shall be expended in accordance with the provisions of the general conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the engineer. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage in item B15.15(b) is an extra over percentage on the amount actually spent under sub-item B15.15(a) which shall include full compensation for the handling costs and profit of the contractor."

1700: CLEARING AND GRUBBING B1702 DESCRIPTION OF WORK

a) Clearing

Add the following:

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

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as "temporary stockpiling of topsoil" or "unsuitable roadbed material" or "cut to spoil" whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if

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

B1703 **EXECUTION OF WORK**

Areas to be cleared and grubbed (a)

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."

MEASUREMENT AND PAYMENT B1704

Change item 17.01 to read as follows:

UNIT ITEM

B17.01 Clearing and grubbing of:

Normal areas:

Within the road reserve hectare (ha) i)

ii) In borrow pits hectare (ha)

b) Existing fill embankments with Slopes steeper that 1:4hectare (ha)

Measurement and payment for sub-items (a) and (b) shall be as specified for item 17.01 of the standard specifications. Where distinction is made for clearing and grubbing existing fill embankments with slopes steeper than 1:4 (vertical: horizontal), payment shall be made under item B17.01."

2100 : DRAINS

B2103 **BANKS AND DYKES**

Add the following:

"Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy)."

B2104 SUBSOIL DRAINAGE

(a) **Materials**

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

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

Synthetic-fibre filter fabric (ii)

Add the following:

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

MEASUREMENT AND PAYMENT B2107

Change item 21.09 to read as follows:

ITEM UNIT

B21.09 Polyethylene sheeting, 0,25mm thick, or similar approved material, for lining subsoil draining systems

square metre (m²)

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

"ITEM **UNIT**

B21.20 Galvanised wire mesh 250 x 250mm, at the outlets of subsoil drainage systems. Mesh 10mm x 2,5mmwire diameter

Number (No)

The unit of measurement shall be the number of 250mm x 200mm pieces of wire mesh, with a 10mm x 10mm mesh and 2,5mm wire diameter built into the subsurface drain outlet structure as shown on the drawings.

С	ontractor	3	Witness 1	1	Witness 2	1	Employer	1	Witness 1	Witness 2

The tendered rate shall include for procuring, furnishing and installing the material, cutting, waste and keeping the mesh in the pipe opening clean during installation.

ITEM UNIT

B21.21 Subsoil drainage markers Number (No)

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

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

B2301 SCOPE

Add the following:

"The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

Type A :In situ concrete channel, 0,8m wide on fills

Type B :Precast concrete kerbing, semi-mountable (SABS 927-1969)

Type C :In situ concrete kerbing at intersections

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

Type E, F1 & F2 :In situ concrete "V"-shaped channels in side drains and open drains."

B2302 MATERIAL

Add the following new sub clauses:

(e) Metal pipes

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

B2304 CONSTRUCTION

(d) Slip form kerbing

Add the following:

"Slip-form kerbing shall under no circumstances be allowed."

(e) Cast in situ kerbs and channels

Add the following:

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

Add the following new sub clauses:

(i) Construction sequence

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

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

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

Add the following sub clause:

(k) Formwork and finish

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

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."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B3103 OBTAINING BORROW MATERIALS

(a) General

Add the following:

"The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer."

(b) Use of borrow materials

Add the following to the second paragraph of this sub clause:

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

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

Add the following:

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

(f) Protecting borrow pits

Add the following:

"It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including a access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified by the employer, be dismantled and removed or left in-place as instructed by the employer. Payment for fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

In addition to fencing, Security Guards shall be supply on a 24 hour, 7 days a week basis, with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits."

Add the following new sub clause:

"(h) Haul roads

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

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

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

B3108 MEASUREMENT AND PAYMENT

Change item 31.01 to read as follows:

"ITEM UNIT

B31.01 Excess overburden:

(a) Depth up to and including 0,5m cubic meter (m³)

(b) Depth exceeding 0,5m and up to 1,0m cubic meter (m³)

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

Add the following new item:

"ITEM UNIT

B31.04 Compensation to landowners:

- (a) Prime cost sum for compensation to landownersprime cost (PC) sum
- (b) Handling cost and profit in respect of sub-item

B31.04(a) above percentage (%)

Measurement and payment shall be in accordance with the provisions of clause 6.6 of the general conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the engineer. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage is an extra over percentage on the amount actually spent under sub-item B31.04(a) which shall include full compensation for the handling costs and profit of the contractor."

	 	_		_			_	
		1						
]	
Contractor	Witness 1		Witness 2		Employer	Witness 1		Witness 2

3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

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

(c) Preparing and compacting the roadbed

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

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

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

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

(d) Benching

Add the following:

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

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

B3308 FINISHING THE SLOPES

(d) General

Add the following:

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

B3312 MEASUREMENT AND PAYMENT

Add the following sub-item to item 33.10:

"ITEM UNIT

B33.10 (e) Extra over sub-items 33.10(a), (b) and (d) for blading

to controlled levels (existing road) cubic metre (m³)

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

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

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

3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add the following:

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B3405 CONSTRUCTION TOLERANCES

(e) Cross-section

Delete the second paragraph and replace with the following:

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

At any cross-section the measured crossfall between any two points shall at least be 2,8% and not more than 3,5%. At any cross-section the actual level at any point shall not be higher than 10mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and crossfall deviations."

(f) Surface regularity

Add the following:

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

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

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

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:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(iii) Genera

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions."

B5205 MEASUREMENT AND PAYMENT

Add the following new items:

"ITEM UNIT

B52.05 Removal and dismantling of existing damaged gabions Cubic metre (m³)

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

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

ITEM

B52.06 Gabions constructed from re-usable materials

a) Galvanised gabion boxes:

b) Galvanised gabion mattresses

(i) 0.3m Deep Cubic metre (m³)

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

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

5600 : ROAD SIGNS B5601 SCOPE

ı		1400	J		L	J	1477	1477
	Contractor	Witness 1		Witness 2	Employer		Witness 1	Witness 2

"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 retroreflective 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-ERECTINGEXISTING 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."

ITEM	WEAS	UKEWENI A	ND PA	r WEN I					U	NIT		
B56.01		Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond										
Contrac	tor	Witness 1		Witness 2		Employer		Witness 1		Witness 2		

grade retro-reflective material, where the sign board is constructed from:

Amend the last two lines of the second paragraph to read:

"completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation

obstructing the motorists' view of the new or replaced sign board. Add the following pay items:

"ITEM UNIT

B56.10 Danger plates at culverts/structures

(a) Type A at stormwater culverts (size indicated) number (No.)

(b) Type B at bridges (size indicated) number (No.)

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings."

"ITEM UNIT

B56.11 Replace marker boards on existing kilometre posts number (No)

The unit of measurement shall be the number of reference marker boards provided and attached to existing kilometer posts in accordance with the drawings.

The tendered rate shall include full compensation for the manufacturing and supplying of the completed marker boards, for attaching the marker board to existing posts along the route and for all materials equipment, labour, nuts and bolts necessary for attaching the marker board as specified."

The tendered rate shall include full compensation for all the labour and material, painting, retro-reflective material, posts, excavation, backfilling, etc. as may be necessary for completing the work in accordance with the details shown on the drawings."

5700: ROAD MARKINGS

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

"Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be reassessed on site by the Engineer before the Contractor commences with the road marking."

B5707 APPLYING THE PAINT

Add the following:

"The Contractor's establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site."

B5711 GENERAL

Insert the following into the last sentence of the last paragraph between "black paint" and "or chemical paint remover":

", bituminous emulsion, slurry"

Add the following to the last paragraph:

"Where black paint is used, it shall be matt."

Add the following new clause:

"B5715 REMOVAL OF EXISTING ROAD STUDS

The existing road studs shall be removed from the road surface prior to milling."

B5714 MEASUREMENT AND PAYMENT

ITEM UNIT

B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)

Add the following:

"Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking."

ITEM					UNIT
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B57.05 Roadstuds

Add the following after the first sentence of the second paragraph:

"No additional payment will be made should temporary or permanent road studs be replaced if lost or broken during the construction period or the maintenance period."

5800: LANDSCAPING AND PLANTING GRASS

B5802 MATERIALS (c) Grass seeds

Add the following:

"The seed mixture to be used for borrow pit areas shall be:
EragrostisCurvula "Selected" : 3kg/ha
EragrostisTef : 2kg/ha
ChlorisGayana : 9kg/ha
CynodonDactylon : 5kg/ha
Pioneer seed : 10kg/ha
29kg/ha

The seed mixture to be used on cut and fill slopes shall be: EragrostisCurvula "Selected" 3kg/ha EragrostisTef 2kg/ha CynodonDactylon 7kg/ha ChlorisGayana 5kg/ha CenchrusCiliaris 5kg/ha DigitariaEriantha 4kg/ha Pioneer seed 10kg/ha 36kg/ha

The 10kg of pioneer seed specified shall consist of the following mixture of seeds:

AristidaAdscensionis : 2kg/ha ChlorisVirgata : 2kg/ha EleusineCoracana Subsp. Africana : 2kg/ha MelinisRepens Subsp. Repens : 2kg/ha UrochloaPanicoides : 2kg/ha

The contractor shall make his own arrangements to obtain the specified seed mixtures. Should specific species not be available, alternative seeds may be proposed by the contractor for consideration by the engineer at tender stage."

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

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- C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.4.3.3 PROVISION OF STRUCTURED TRAINING
- C3.4.3.4 PROVISION OF THE TEMPORARY WORKFORCE

C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION

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C3.4.3.1.2 SCOPE

C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.4.3.1.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Limpopo Department of Road and Transport, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

C	ontractor	3	Witness 1	1	Witness 2	1	Employer	1	Witness 1	Witness 2

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003. This specification has as objective to ensure that Principal Contractors entering into a Contract with the Limpopo Department of Road and Transport achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

General Occupational Health & Safety Provisions

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

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

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

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

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the MLM shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 19960 and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.
- (c) Structure and Responsibilities
 - (i) Overall Supervision and Responsibility for OH&S
- It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

forms	
(ii)	Further (Specific) Supervision Responsibilities for OH&S

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in	n OHS Act
	Batch Plant Supervisor	(Construction Regulation 6(1)
	Construction Vehicles/Mobile Plant/Machinery Superv	
	Demolition Supervisor	(Construction Regulation 12)
	Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
	Electrical Installation and Appliances Inspector	(Construction Regulation 22)
	Emergency/Security/Fire Coordinator	(Construction Regulation 27)
	Excavation Supervisor	(Construction Regulation 11)
	Explosive Powered Tool Supervisor	(Construction Regulation 19)
	Fall Protection Supervisor	(Construction Regulation 8)
	First Aider	(General Safety Regulation 3)
	Fire Equipment Inspector	(Construction Regulation 27)
	Formwork & Support work Supervisor	(Construction Regulation 10)
	Hazardous Chemical Substances Supervisor	(HCS Regulations)
	Incident Investigator	(General Admin Regulation 29)
	Ladder Inspector	(GeneralSafetyRegulation13A)
	Lifting Equipment Inspector	(Construction Regulation 20)
	Enting Equipment mopeotor	Materials Hoist Inspector
		(Construction Regulation 17)
	OH&S Committee	(OHS Act Section 19)
	OH&S Officer	(Construction Regulation 6(6)
	OH&S Representatives	(OHS Act Section 17)
	Person Responsible for Machinery	(General Machinery Regulation 2)
	Scaffolding Supervisor	(Construction Regulation 14)
	Stacking & Storage Supervisor	(Construction Regulation 26)
	Structures Supervisor	(Construction Regulation 9)
	Suspended Platform Supervisor	(Construction Regulation 15)
	Tunneling Supervisor	(Construction Regulation 13)
	Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
	Working on/next to Water Supervisor	(Construction Regulation 24)
	Welding Supervisor	(General Safety Regulation 9)
	The appointments must be in writing and the responsit	
	for which the appointment is made. This information mappointees.	ust be communicated and agreed with the
	Copies of appointments must be submitted to the ELM	together with concise CV's of the appointed
	All appointments must be officially approved by ELM.	
	must be communicated to ELM forthwith.	Any changes in appointees of appointments
		M with an arganagram of all Contractors that
	The Principal Contractor must, furthermore, provide El he/she has appointed or intends to appoint and keep t	
	In additionELM may require that a Traffic Safety Office	•
/iii\	Designation of OH&S Representatives (Section 18 of t	• • • • • •
(iii)	OH&S Representatives have to be designated	
(iv.)	the area of responsibility of the person and term of the	
(iv)	Duties and Functions of the OH&S Representatives (S	•
	The Principal Contractor must ensure that the	·
	minimum monthly inspection of their respective areas	or responsibility using a checklist and report
ОПОС	thereon to the Principal Contractor	avastigations
ΟΠαδ	representatives must be included in accident/incident in	•
	OH&S representatives must attend all OH&S c	
	(v) Appointment of OH&S Committee (Section 20)	
	The Principal Contractor must establish an OH	<u> </u>
	OH&S Representatives together with a number of mar to exceed the number of OH&S representatives on the	
	to exceed the number of Onas representatives on the	commutee and a representative of the client

who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- 1. Opening & Welcome
- 2. Present/Apologies/Absent
- 3. Minutes of previous Meeting
- 4. Matters Arising from the previous Minutes
- 5. OH&S Reps Reports
- 6. Incident Reports & Investigations
- 7. Incident/Injury Statistics
- 8. Other Matters
- 9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
- 10. Close/Next Meeting
- (d) Administrative Controls and the Occupational Health & Safety File
 - (i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
 - Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
 - * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
 - * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- * OH&S Representatives Inspection Register
- * Asbestos Demolition & Stripping Register
- * Batch Plant Inspections
- Construction Vehicles & Mobile Plant Inspections by Controller
 - * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
- Demolition Inspection Register
- Designer's Inspection of Structures Record
 - * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
- Excavations Inspection
 - * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
- * Fall Protection Inspection Register
- * First Aid Box Contents
- * Fire Equipment Inspection & Maintenance
- Formwork & Support work Inspections
- * Hazardous Chemical Substances Record
- Ladder Inspections
- * Lifting Equipment Register
- * Materials Hoist Inspection Register
- * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- Scaffolding Inspections
- Stacking & Storage Inspection
- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- All other applicable records

RAL will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to ELM on a monthly basis
- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to ELM for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
 - Training of the Appointees indicated above
 - Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
 - * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator
 - (iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

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

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any. The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with WLM at least on a basis to be determined between the two parties.

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

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

(i) Checking, Reporting and Corrective Actions

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

WLM will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by ELM:

MLM reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany ELM on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

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	Contractor	Witness 1		Witness 2	Employer		Witness 1		Witness 2

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- a major incident occurred
 - the health or safety of any person was endangered
- * where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

To WLMwithin two days and to the Provincial Director of the Department of Labour within seven days(Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both WLM and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

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

The Principal Contractor is required to provide WLMwith copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above. The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The WLM reserves the right to hold its own investigation into an incident or call for an independent external investigation.

Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that WLM may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

		_			_		_	
					1			
Contractor	Witness 1		Witness 2	Employer		Witness 1		Witness 2

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

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

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by MLM, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected. Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

Measurement and Payment

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

Item Unit

C1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and

Construction Regulations

Lump Sum

Month

- 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 subcontractors.
 - The client has approved the contractor's Health and Safety Plan. (c)
 - (d) The contractor has set up his Health and Safety File.

Item Unit

Contractor's time related obligations in respect of the Occupational Health and Safety Act and

Construction Regulations

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

Contractor	Witness 1	Witness 2	Employer	•	Witness 1	Witness 2

ltem Unit

C1.3 Submission of the Health and Safety File

Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

Project/Site Specific Requirements

See Annexure 3

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

ANNEXURE 1: MEASURING INJURY EXPERIENCE

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

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

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

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

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

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR) FORMULA

No. of Compensation Claims X 200 000 /

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

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

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

Manhours Worked

Include: * Hourly Paid Employees

Sub-contactors (No. of Employees X *220 each)

Staff (No. of Employees X *220 hours each)

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

Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours time worked by

senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed

for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

Xyz construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

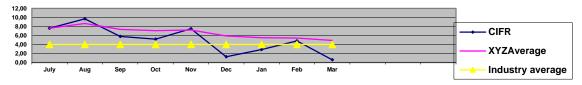
We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality. All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

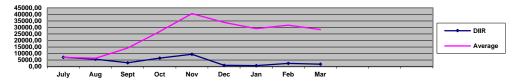
CIFR = Total No. of Claims against the Workmen's Compensation Fund X 200 000 Manhours worked



2.2. Disabling Injury Incidence Rate (DIIR)

DIIR = No. Disabling Injuries X 200 000

Manhours worked



2.3. Other Major Incidents

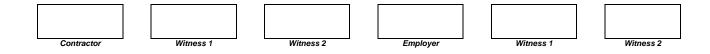
Three other major incidents were experienced in the period under review:

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

2. RISK AREAS

The following items of concern need priority consideration by management:

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



3. **AUDITS**

Three SHE audits were conducted in February and March:

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

5. **TRAINING**

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

6. **LEGAL ISSUES**

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

8. OCCUPATIONAL AIND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

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

8.3. Noise

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

9. ENVIRONMENTAL MEASURES

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

10. **ACHIEVEMENTS/AWARDS**

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

SHE Risk Manager

2002.09.27

ANNEXURE 3: LIST OF RISK ASSESSMENTS

- Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.

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Contractor	Witness 1		Witness 2	Employer		Witness 1		Witness 2

- * Exposure to noise
- * Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- * Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- * Gabion work
- * Use of explosives
- Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN CONTENTS C3.4.3.2.1 **SCOPE** C3.4.3.2.2 **DEFINITIONS** C3.4.3.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS C3.4.3.2.4 LEGAL REQUIREMENTS C3.4.3.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS C3.4.3.2.6 **TRAINING** C3.4.3.2.7 **ACTIVITIES/ASPECTS CAUSING IMPACTS** C3.4.3.2.8 **ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES** C3.4.3.2.9 RECORD KEEPING C3.4.3.2.10 **COMPLIANCE AND PENALTIES** C3.4.3.2.11 MEASUREMENT AND PAYMENT

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 Roads Agency Limpopo in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

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

Actions that shall be taken in the event of non-compliance.

DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Mpumalanga Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications. Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water

Destruction or removal of fauna and flora and effect on biological diversity

Deformation of the landscape

Soil erosion

Destruction of historical/heritage sites

Effect on the built environment

Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

Contractor	Witness 1	Witness 2	Employer	J	Witness 1		Witness 2

ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original. The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses4.3.1 and 4.3.2 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities:
- The environmental benefits of improved personal performance;

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Contractor	 Witness 1	_	Witness 2		Employer	•	Witness 1	1	Witness 2

- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities. In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when

and how he/she intends concluding his environmental training obligations.

ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

- a) Site Establishment
- i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established. The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaime weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site. All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

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v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) 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.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

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Contractor	Witness 1	J	Witness 2	J	Employer	J	Witness 1	Witness 2

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The plan shall contain a photographic record and chainage/ land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections. The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

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h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation. 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

iv) Stockpiles

rates for spoiling.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the 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.

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.

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The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory. Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.4.3.2.1 RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.4.3.2.2 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:

a) Unnecessary removal or damage to trees

2600mm girth or less
Greater than 2600mm, but less than 6180mm girth
Greater than 6180mm girth
R 5 000 per tree
R10 000 per tree
R30 000 per tree

b) Serious violations:

 Hazardous chemical/oil spill and/or dumping in non-approved sites

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).
 Unauthorised blasting activities.
 Pollution of water sources.
 R1 000 to R5 000 per incident
 R 5 000 per incident
 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.

c) Less serious violations:

•	Littering on site.	:	R1	000 per incident
•	Lighting of illegal fires on site.	:	R1	000 per incident
•	Persistent or un-repaired fuel and oil leaks.	:	R1	000 per incident
•	Excess dust or excess noise emanating from site.	:	R1	000 per incident
•	Dumping of milled material in side drains or on grass	ed 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			

		_		_		_		
		1						
Contractor	Witness 1		Witness 2		Employer		Witness 1	Witness 2

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 calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed. Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.3.2.3 MEASUREMENT AND PAYMENT

The cost of complying to this specification shall be deemed to be included in the rates tendered for this project.

Item Unit

C100.01 Penalty for unnecessary removal or damage to trees

for the following diameter sizes

(a) 2600mm girth or less number (No)

(b) Greater than 2600mm, but less than 6180mm girth number (No)

c) Greater than 6180mm girth number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item Unit

C100.02 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 C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

İtem Unit

C100.03 Penalty for less serious violations

•	Littering on site	number (No)
•	Lighting of illegal fires on site	number (No)
•	Persistent or un-repaired fuel and oil leaks	number (No)
•	Excess dust or excess noise emanating from site	number (No)
•	Dumping of milled material in side drains or on grassed	
	areas	number (No)
•	Possession or use of intoxicating substances on site	number (No)
•	Any vehicles being driven in excess of designated speed	
	limits	number (No)

 Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife number (No)

Illegal hunting number (No)

Urination and defecation anywhere except in designated areas

number (No)

			1			
Contractor	Witness 1	Witness 2		Employer	Witness 1	Witness 2

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. 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.

Use of local Workers for LI designated activities

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work

Competencies of LI Management and Supervisory staff

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

Provision of Hand tools

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

Wage Dispute (Contractor default to pay participants)

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

Reporting requirement of Contractor

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

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

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

EPWP Special Project Specification

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

Requirement for Sourcing and engagement of Labour

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

- © 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.
- (d 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 of the EPWP Infrastructure Guidelines.
- (e 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Labour Intensive Specification in the Guidelines pertaining to "Earth works": GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5,

Construction and management requirement for works contracts- Part 5: Earth works activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) Trenches having a depth of less than 1.5 metres
- b) Storm water drainage

PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

- a) Granular materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) Cohesive materials:
 - 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Table 1: Consistency of materials when profiled

GRANULAR MA	TERIALS	COHESIVE MATERIALS				
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION			
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.			
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.			
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.			
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.			
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.			

Contractor	li e	Witness 1	Witness 2	Employer	li e	Witness 1	•	Witness 2

TRENCH EXCAVATION

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

EXCAVATION

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

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

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.

Contracto	r	Witness 1	Witness 2	Employer	Witness 1	ļ	Witness 2



TENDER NO: 04/24/25

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD

CIDB GRADING: 4 CE OR HIGHER

C4 SITE INFORMATION

The project has been identified as an upgrading project and climatic conditions play a major role. The climate in Ga-Mashishimale is referred to as a local Steppe Climate. There is not much rainfall in Ga-Mashishimale all year long. The Koppen-Geiger Climate classification is BSK. In Ga-Mashishimale the average annual temperature is 31°C. The precipitation in Ga-Mashishimale averages 450mm.

The temperatures are highest on average in January at around 33° C on average. The July month is the coldest month of the year.

Altitude above sea level - 437 m

1. INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD

Project Name	Co-ordinates
INSTALLATION OF PRECAST STORMWATER	23°55'46.00"S
CULVERT AT TENSION PILUSA GRAVEYARD	30°59'31.3"E

Contractor	Witness 1	Witness 2	-	Employer	-	Witness 1	Witness 2

TENDER DRAWINGS

BA PHALABORWA LOCAL MUNICIPALITY

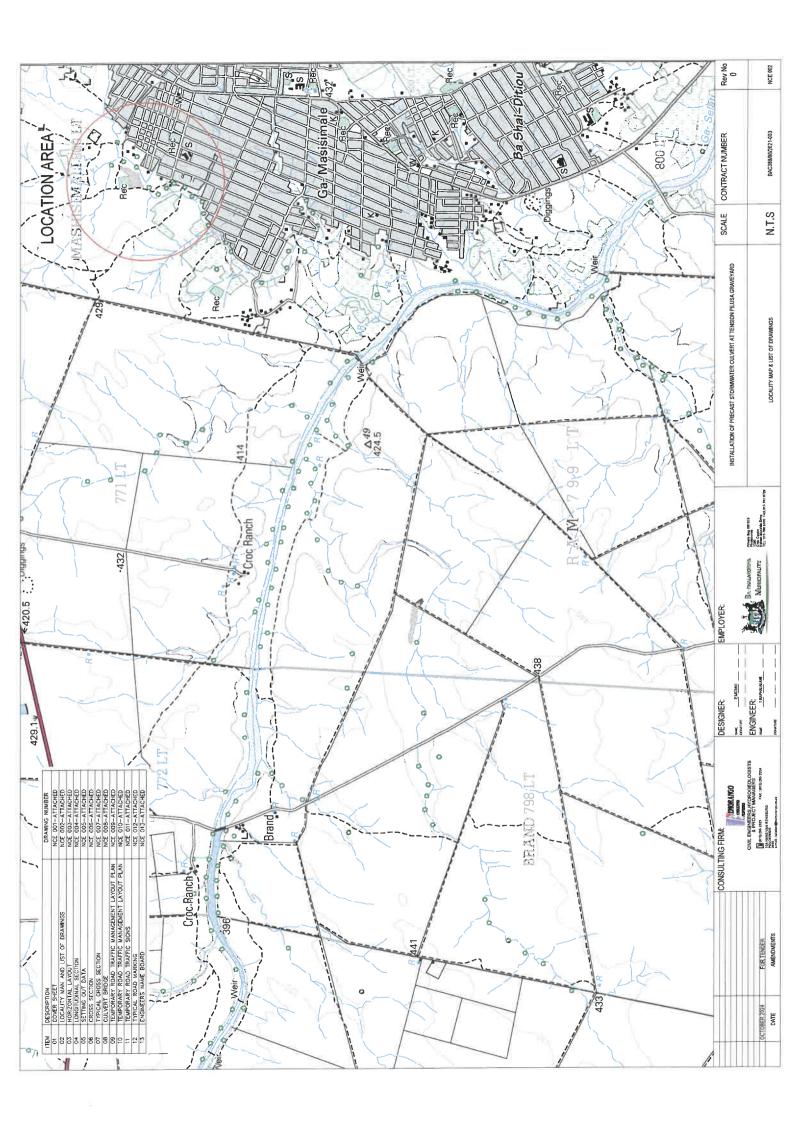
TEL: 015 780 6300 FAX:015 781 0726 Civic Centre Nelson Mandela Drive Private Bag X01029 Phalaborwa 1390

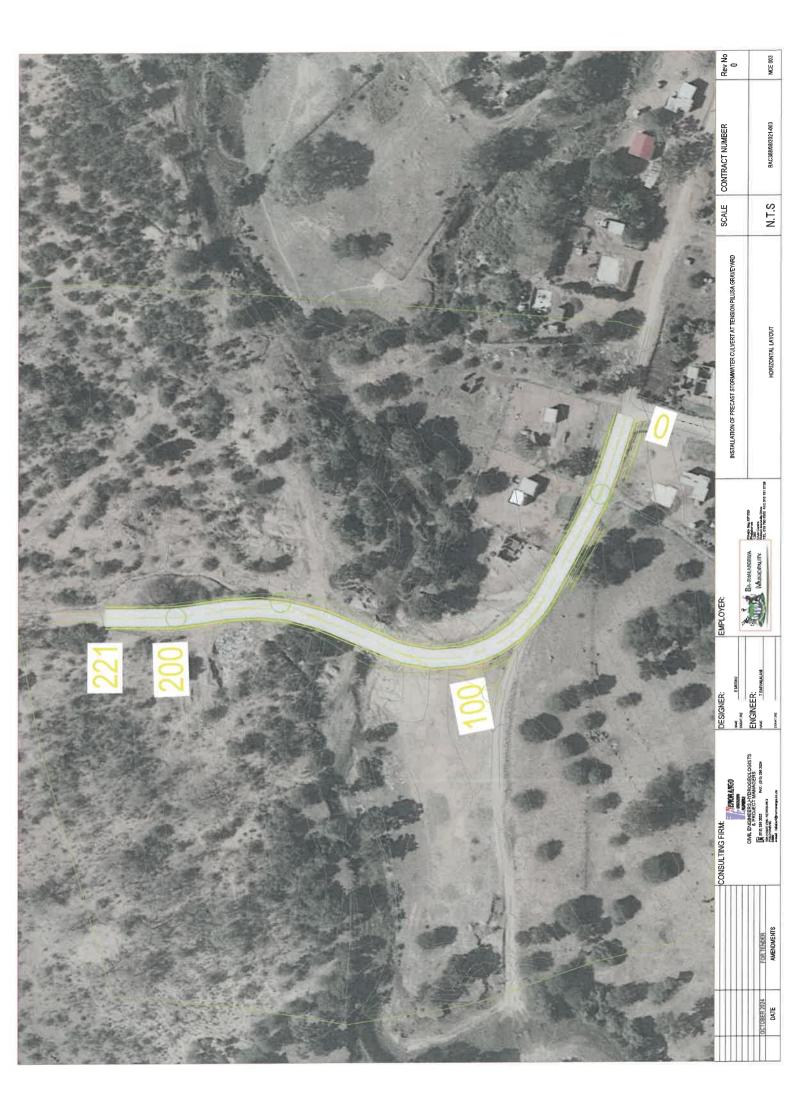


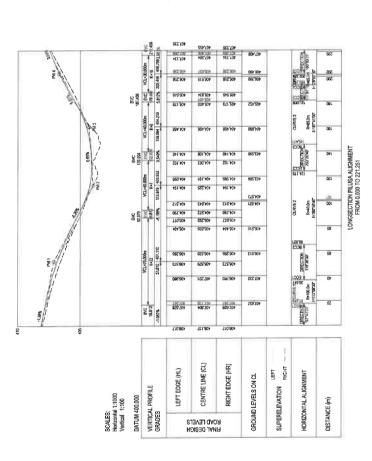
TENDER NUMBER: 26/23/24

INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD

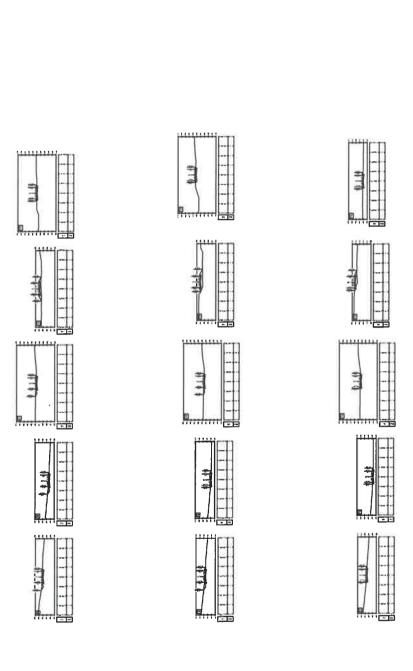
DRAWING SET: TENDER DRAWINGS



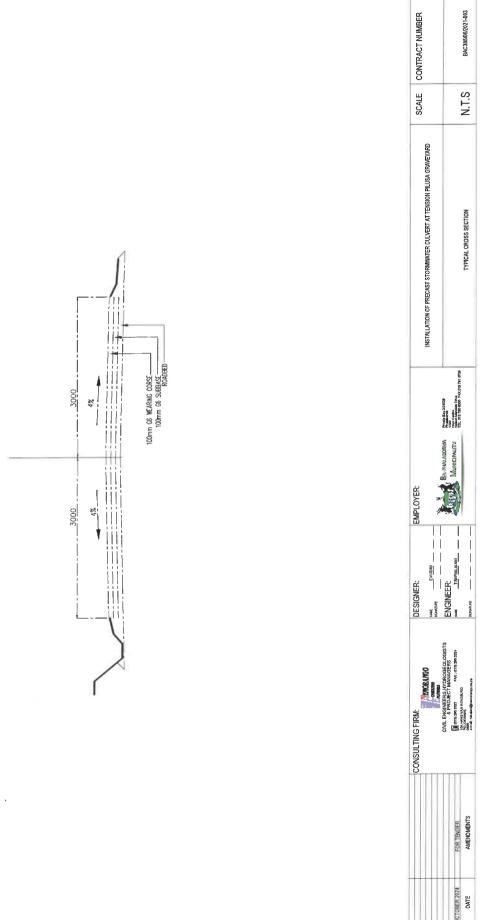




Rev No NCE 004 BAC388/08/2021-003 SCALE CONTRACT NUMBER N.T.S INSTALLATION OF PRECAST STORMWATER CULVERT AT TENSION PILUSA GRAVEYARD LONGITUDINAL SECTION EMPLOYER: DESIGNER: CIVIL ENGINEERS CONSULTING FIRM: FOR TENDER AMENDMENTS OCTOBER 2024 DATE



Rev No	NCE 006
SCALE CONTRACT NUMBER	BAC3880842021-003
SCALE	N.T.S
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DESIGNER: ENUDAW	ENGINEER: TEADMANN — — SYMMER SYMMER SYMMER STANDARD STANDAR
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BCC2 PI2 ECC2	65.021	799.944 831.975 817.517	2 647 534,941 2 647 517,471 2 647 483.973	R 40.000m DA 84°44'10" TL 36.485m AL 59,158m
END	221.251	806,692	2 647 389,547	L 18,924m

Rev No			NCE 005	
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