



CIDB Class Grading 7CE or Higher

CONTRACT No. TECH/01/2024-25

FOR

**PAVING OF INTERNAL STREET AT REGOROGILE EXTENSION 8
PROCUREMENT DOCUMENT**

JUNE 2024

NAME OF TENDERER:.....

CSD NUMBER:

CIDB REG NUMBER:

TENDER SUM:

PREPARED BY:

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ISSUED BY:

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**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENTION 8 PAVING OF INTERNAL STREETS**

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THE TENDER

PART T1: TENDERING PROCEDURES

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**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

PART T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Thabazimbi Local Municipality hereby invites suitable Contractors registered with the Construction Industry Development Board (CIDB) for the Paving of Internal Street at Regorogile Extension 8 in Thabazimbi Local Municipality of the Waterberg District in Limpopo Province.

Below are the significant details per project: -

Tender Number	Cidb Grading	Description	Compulsory Briefing Session			Estimated Work Opportunity to Be Created	Functionality	Evaluation Criteria	Closing Date And Time	Minimum Score For Functionality	Contact Person
			Date & Time	Venue	Cost						
TECH/01/2 024-25	7CE or Higher	Appointment of a contractor for Regorogile Extension 8 Paving of Internal streets	20 June 2024 10H00	Council Chamber	R0.00	50	Profile of Key Staff (20) Company experience (50) Financial capacity (20) Plant and Equipment (10)	90/10	30 th July 2024 12h00	70%	Technical Enquiries: S. Thompson 072 066 9724 061 518 9644 Procurement Enquiries: B.K Monyeki 073 919 4602

A compulsory briefing session will be held on the 20th June 2024 at 10H00 at Council Chamber

Tenders are hereby invited from only 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

The bids are to be deposited in the Municipal tender box of Thabazimbi Local Municipality Offices situated at 7 Rietbok Street in Thabazimbi Town, by the closing date and time as above mentioned, where after they be opened in public at the Municipal Chamber. No late, telefaxed or Document found in any other place or proposal from service providers who have not attended the compulsory briefing session will not be considered.

Bidders should take note of the following bidding conditions:

1. Thabazimbi Local Municipality Supply Chain Management Policy shall apply in the evaluation and awarding of the Tender.
2. Thabazimbi Local Municipality does not bind itself to accept the lowest tender, reserves the right to accept the whole or part of the Tender and reserves the right not to appoint.
3. The Bid validity shall be 90 (Ninety) days from the date of closure.
4. Bidders must provide proof of the following to avoid disqualification:
 - All bidders must attend the compulsory briefing session
 - Company registration certificate
 - Original valid tax clearance pin
 - SANAS approved BBB-EE certificate/ consolidated B-BBEE certificate for J/V
 - Power of attorney/ letter of authority for signatory in a company letter head
 - Joint venture agreements where applicable
 - Certified ID copies of the All directors/ members/ proprietors not older than three months
 - CIDB grading certificate/ Consolidate CIDB certificate for Joint ventures
 - Letter of Good Standing with COIDA
 - Statement of Municipality Accounts as proof of residential address, if leasing, provide the lease agreement or the proof of residential address by a traditional authority in case of a non-rateable area for the business and all company directors (Not older than three months).
 - Terms of reference fully completed and each page to be initialized.
 - CSD report (Printed between the date of advert and closing date)
 - Proof of work experience (attach BOTH appointment letters and completion certificates for each project for functional stage)
 - Key personnel experience (attach CV, Certified qualifications and ID Copies for functionality stage).
 - Signing of form of offer in words and numbers
 - Declaration of interest
 - Intent to provide guarantee
 - Certificate of collision
 - Three-year audited/ Reviewed AFS

5. **All the relevant returnable documents should be attached to the tender document,**
6. The minimum score for functionality will be as stated above and bidders who score below will not be evaluated further on price and BBBEE preference point scoring system.

Tender documents are obtainable from the Thabazimbi Local Municipality website

Tender documents are obtainable as from 20 June 2024.

Queries related to the issues of these documents may be addressed to

BK Monyeki, Tel No: (014) 772 2295 / 073 919 4602

E-mail: beatricemonyeki5@gmail.com

The closing time for receipt of tender is **12:00hrs** on **30 July 2024**. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders, completed as prescribed, shall be sealed in an envelope marked "**Tender No. TECH/01/2024-25: PAVING OF INTERNAL STREET AT REGOROGILE EXTENSION 8 THABAZIMBI LOCAL MUNICIPALITY**" and deposited in the **Municipal Tender Box of Thabazimbi Local Municipality, 7 Rietbok Street, Thabazimbi.**

Ms R Tshiswise

Acting Municipal Manager

Tenderers shall have a **CIDB** class grading of:
7CE or Higher.

T1.2 TENDER DATA

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

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

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

Sub-clause	Data
F.1.1	The employer is the Thabazimbi Local Municipality
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 20px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 20px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 20px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 20px;">C1.3 Guarantee</p> <p style="padding-left: 20px;">C1.4 Form Agreement in terms of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.6 Abstracts of the Mine Health and Safety Act No 29</p> <p style="padding-left: 20px;">C1.7 Contract Data</p> <p>Part C2:Pricing data</p> <p style="padding-left: 20px;">C2.1 Pricing instructions</p> <p style="padding-left: 20px;">C2.2 Bills of quantities</p> <p style="padding-left: 20px;">C2.3 Summary of Bills of Quantities</p>

Sub-clause	Data
	<p>C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p>C3.1 Description of Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C4.5 Management</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.1 : Proforma Documents</p> <p>C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)</p> <p>C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: Phamela engineering services</p> <p>Address: Suite 101 Office Park, 90 Schoeman Street</p> <p>Polokwane</p> <p>0699</p> <p>Tel: (010) 880 0138/ (015) 295 2059</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or Higher class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB or can provide proof of having registered; 2. the lead partner has a contractor grading designation in the 7CE or Higher class of construction work; and <p>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</p>

Sub-clause	Data
	for a 7CE or Higher class of construction work are eligible to submit tenders
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and are:</p> <p>Location: Thabazimbi Local Municipality, 7 Rietbok Street, Thabazimbi</p> <p>Date: 20 June 2024 Starting at Time: 10h00</p> <p>The Site Clarification Meeting Attendance Certificate, Form T2.1B in Section T2.1, must be signed by Employer's representative. Furthermore, it is a requirement that the attendance register be signed by the representative of the tenderer and the name of the company represented indicated.</p> <p>Failure to sign both the site clarification certificate and the meeting attendance register will invalidate the Tender.</p> <p>NO DOCUMENTS WILL BE AVAILABLE FOR ISSUE AT THE CLARIFICATION MEETING.</p>
F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F2.13.1	No tenderer may submit more than one tender as set out in this clause in the Standard Conditions of tender
F2.13.2	Tender documents do not have to be returned should the purchaser of the document not wish to tender.
F.2.13.3	<p>a) Submit original tender, no copies of tenders will be accepted</p> <p>b) Tenderers shall <u>not disassemble</u> this Tender Document apart. Additional documentation including certificates shall be submitted in a separate, properly bound, document</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: at the Municipal tender box of Thabazimbi Local Municipality, 7 Rietbok Street, Thabazimbi</p>

Sub-clause	Data
	Identification details: TECH/01/2024-25: PAVING OF INTERNAL STREET AT REGOROGILE EXTENSION 8 THABAZIMBI LOCAL MUNICIPALITY IN WATERBURG DISTRICT MUNICIPALITY.
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: 12H00 on Tuesday 30th July 2024. Telephonic, telegraphic, telex; facsimile, e-mailed or postal tender offers will not be accepted.
F.2.16	<p>2. 16.1a) Tenders shall remain valid for a period of ninety (90) days from the time set for the opening of Tenders and no Tender may be withdrawn during this period.</p> <p>2.16.1b) Should a Tenderer amend (other than according to F 3.9) or withdraw his Tender after the time set for the receipt and opening of Tenders and during the period of its validity, but prior to his being notified of the acceptance of his original Tender, or should a Tenderer, after having been notified that his Tender has been accepted</p> <ol style="list-style-type: none"> a) give notice of his inability to execute the Consultancy Agreement / Contract in terms of his tender; or b) fail to sign a Consultancy Agreement / Contract or furnish the security within the period fixed in the conditions reflected in the form of Tender or any extended period fixed by the Employer; or c) fail to execute the Consultancy Agreement / Contract according to the documents; <p>He shall pay either the difference between his Tender and a less favourable Tender accepted in terms of the provisions of Tender sub Condition 3.1(d), or if the Employer decides to invite fresh Tenders, all additional expenses which the Employer has to incur in this regard, as well as any difference between his Tender and the accepted new Tender; provided that the Employer may fully or partly exempt a Tenderer from the provisions of this sub condition if he is of the opinion that the circumstances justify the exemption.</p> <p>2.16.1c) When, in the circumstances mentioned in Tender sub-Condition 3.10(c) it is not deemed desirable to invite fresh Tenders, the Employer may accept another Tender from those already received.</p>
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11)...
F.2.23	The tenderer is required to submit with his tender an original valid Tax Clearance Pin issued by the South African Revenue Services ("SARS"), certifying that the tenderer's taxes are in order. <u>This must be submitted with the Tender in order to be considered. The tenderer must also submit with the tender a letter of good standing from Compensation Commissioner or FEMA and any other documents mentioned in these tender data.</u>
F2.24	<p>TENDER WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE</p> <p>Any Tenderer has the right to withdraw, modify or correct his Tender after it has been delivered, provided that written request for such withdrawal, modification or correction, together with full details of such modification or correction is received at the address given for the submission of Tenders before the closing date and set for the receipt of Tenders. The original Tender as amended by such written or</p>

Sub-clause	Data																				
	facsimile communication shall be considered Tenderer's offer.																				
F.3.4	<p>The time and location for opening of tender offers: Time: 12h00 on Friday the 20th June 2024 Location: Thabazimbi Local Municipality website on e-Tenders</p>																				
F.3.11	<p>Evaluation Methodology</p> <p>Tenders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original tender document will render the tender non-responsive. Failure to comply with the above requirements will result in the Tender being disqualified. The Tender evaluation will be conducted as follows:</p> <p>90/10 preference point system shall be used for scoring the bidder.</p> <p>Price = 90</p> <p>B-BBEE = 5</p> <p>Locality = 5</p> <p>Functionality Scores = 100 points</p> <p>Minimum score for functionality is 70% of the maximum points for functionality and a bidder who scores below this minimum shall not be considered for further evaluation in terms of price and contract participation goals.</p> <p>Scoring of Functionality:</p> <p>1= Poor, 2= Fair/average, 3= Good, 4= Very Good, 5= Excellent</p> <table border="1" data-bbox="331 1234 1366 2098"> <thead> <tr> <th colspan="2" data-bbox="331 1234 1118 1290">BIDDER EVALUATION CRITERIA FOR FUNCTIONALITY</th> <th data-bbox="1118 1234 1366 1290">WEIGHTING</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="331 1290 1118 1346">PROFILE OF KEY STAFF</td> <td data-bbox="1118 1290 1366 1346">20</td> </tr> <tr> <td data-bbox="331 1346 549 2098" rowspan="5">Attach Organogram CV's with certified Qualifications and proof of professional body registration of own staff (No free lancers)</td> <td data-bbox="549 1346 1273 1402"><u>Contracts/ Project Manager</u></td> <td data-bbox="1273 1346 1366 1402">MAX 10</td> </tr> <tr> <td data-bbox="549 1402 1273 1547">B/Tech: Civil Engineering, NQF 7 LIC, with more than 5 years' experience and ECSA Technologist registration. :10 points</td> <td data-bbox="1273 1402 1366 1547"></td> </tr> <tr> <td data-bbox="549 1547 1273 1715">B/Tech: Civil Engineering/Building Works with more than 3 years' experience and ECSA candidate registration. :08 Points</td> <td data-bbox="1273 1547 1366 1715"></td> </tr> <tr> <td data-bbox="549 1715 1273 1839">N. Dip Civil Engineering/Building Works with more than 3 years' experience. :06 points</td> <td data-bbox="1273 1715 1366 1839"></td> </tr> <tr> <td data-bbox="549 1839 1273 1939">NQF 5- Develop and Promote Labour Intensive Construction. :04 points</td> <td data-bbox="1273 1839 1366 1939"></td> </tr> <tr> <td data-bbox="331 1939 549 2098"></td> <td data-bbox="549 1939 1273 2098">No formal education :00 Points</td> <td data-bbox="1273 1939 1366 2098"></td> </tr> </tbody> </table>	BIDDER EVALUATION CRITERIA FOR FUNCTIONALITY		WEIGHTING	PROFILE OF KEY STAFF		20	Attach Organogram CV's with certified Qualifications and proof of professional body registration of own staff (No free lancers)	<u>Contracts/ Project Manager</u>	MAX 10	B/Tech: Civil Engineering, NQF 7 LIC, with more than 5 years' experience and ECSA Technologist registration. :10 points		B/Tech: Civil Engineering/Building Works with more than 3 years' experience and ECSA candidate registration. :08 Points		N. Dip Civil Engineering/Building Works with more than 3 years' experience. :06 points		NQF 5- Develop and Promote Labour Intensive Construction. :04 points			No formal education :00 Points	
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Sub-clause	Data	
		<p><u>Construction Manager (Site Agent)</u></p> <p>B/Tech: Civil Engineering, NQF 5 :05 LIC, with more than 3 years' experience. points</p> <p>N. Dip Civil Engineering with more :04 than 3 years' experience. Points</p> <p>N6 Civil Engineering with more than :03 3 years' experience points</p> <p>NQF 4: Manage Labour Intensive :02 Construction Projects points</p> <p>No formal education :00 Points</p> <p><u>Occupational Health and Safety Officer</u></p> <p>Relevant NQF Level 7 Qualification :05 with more than 3 years' experience, points Professional registration with SACPCMP professional body</p> <p>Relevant NQF Level 6 Qualification :04 with more than 3 years' experience, points Candidate/Professional registration with SACPCMP professional body</p> <p>Relevant NQF Level 5 Qualification :03 with less than 3 years' experience Points Candidate registration with SACPCMP professional body</p> <p>No formal education :00 Points</p>
	COMPANY EXPERIENCE IN APPLIED FIELD	
	<p>Experience of the company in rendering upgrading and or construction of roads projects (the tenderer must submit five (4) similar and successfully completed projects with a minimum value of R20 million per project</p>	<p>No information :00 Points</p> <p>1 Project :10 Points</p> <p>2 Projects :20 Points</p> <p>3 Projects :30 Points</p> <p>4 Projects :40 Points</p> <p><i>Note: Copy of both appointment letters and completion certificates for each project required with the clients' logo and signatures (Client, Engineer & Contractor)</i></p> <p><i>Note: Referees provided, to be contactable to confirm the value and the completion certificates provided</i></p>
	40	
	MAX 40	
	MAX 05	
	MAX 05	

Sub-clause	Data																										
	FINANCIAL CAPACITY		15																								
	<ul style="list-style-type: none"> Bidder to submit proof of bank rating not older than three (03) months. Bank rating should be of the Lead Partner in case of a Joint Venture. Audited/Reviewed Annual Financial statement 	<p>Bank Rating</p> <p>C and above :10 Points</p> <p>D and :0 Points</p> <p>below</p> <p>Three (03) Years Audited Financial Statements : 5 Points</p>	MAX 15																								
	PLANT AND EQUIPMENT		25																								
	<p>Tenderer to submit proof of ownership with certification not older than three (03) Months.</p> <p>In case of hiring/leasing, a letter of intent must be submitted with proof of ownership with certification not older than three (03) months. The tenderer will be awarded half points in the event of hiring/leasing.</p>	<table border="1"> <thead> <tr> <th>Required Plant</th> <th>Min. Quantity</th> <th></th> </tr> </thead> <tbody> <tr> <td>10 Ton Compactor</td> <td>01</td> <td>:2 Points</td> </tr> <tr> <td>Excavator</td> <td>01</td> <td>:06 Points</td> </tr> <tr> <td>TLB</td> <td>01</td> <td>:02 Points</td> </tr> <tr> <td>Tipper Truck</td> <td>04</td> <td>:04 Points</td> </tr> <tr> <td>LDV (Bakkie)</td> <td>01</td> <td>:01 Points</td> </tr> <tr> <td>Water Truck</td> <td>04</td> <td>:04 Points</td> </tr> <tr> <td>Grader</td> <td>01</td> <td>:06 Points</td> </tr> </tbody> </table>	Required Plant	Min. Quantity		10 Ton Compactor	01	:2 Points	Excavator	01	:06 Points	TLB	01	:02 Points	Tipper Truck	04	:04 Points	LDV (Bakkie)	01	:01 Points	Water Truck	04	:04 Points	Grader	01	:06 Points	MAX 25
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	<p>NB. In case of lease the tenderer should attach proof of ownership of plant and equipment from the supplier</p> <p>Administrative Compliance:</p> <p>NB: Non-compliant to the administrative requirements will automatically disqualify the bidders.</p> <p>The following are regarded as non-compliant to administrative requirements.</p> <ul style="list-style-type: none"> -Price amendment without signature in the bill of quantities -Usage of Correction fluid such as Tipex -Completion of bid document with a pencil -Non-completion of form of offer -Alterations to the bid document or submission of a copy of the original bid document -Non-completion of the bill of quantities -Non-Initializing/ signing of all pages 																										

Sub-clause	Data
	<p>-Non-completion/signing of certificate of non-collusive tender -Non-completion and non-signing of the following essential municipal bidding documents (MBD) forms: -NQF Level 4 for site supervisor/ foreman and NQF Level 5 for Contracts Manager -The tenderer or any of its directors is not listed in the Register of Tender Defaulters (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and -The tenderer has not abused the Employer's Supply Chain Management System. -The tenderer has not failed to perform on any previous contract with the Employer.</p> <p>Documents to be submitted with the bid:</p> <p>(a) Original and valid tax clearance pin(All parties to submit this information in the case of a Joint Venture). (b) Certified Copy of company registration certificate (e.g. CK, CM, etc.) (c) Certified ID copies of shareholders/directors (d) Original or certified B-BBEE rating certificate (e) Proof of bid purchase (If purchased) (f) Proof of CIDB registered grading (g) Power of attorney/authority for signatory on the tenderer letterhead (h) Joint venture agreement (i) A certified valid letter of good-standing from the Compensation Commissioner or FEM is attached (j) CSD Report updated between the Advert date and closing date</p>
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is the original contract plus three signed copies.
Mun. Special No.1	<p>SMME's:</p> <p>By accepting this Bid, the Bidder agrees to the following sub-Contracting conditions that:</p> <p>a) The tenderer must be level one and two B-BBEE contributors. b) An EME OR QSE c) A tenderer must subcontract a minimum of Fifteen Percent (15%) of the contract amount excluding section 1200, 1300, 1400, 1500, 1800, 4100, 4200, and 8100 and Schedule BOQ the bill of quantities to at least people residing within the jurisdiction of Thabazimbi Local Municipality that falls within one of the following categories: (i) An EME or QSE which is at least 51% owned by black people (ii) An EME or QSE which is at least 51% owned by black people who are youth (iii) An EME or QSE which is at least 51% owned by black people who are women (iv) An EME or QSE which is at least 51% owned by black people with disabilities (v) An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships (vi) A cooperative which is at least 51% owned by black people (vii) An EME or QSE which is at least 51% owned by black people who are military veterans (viii) An EME or QSE d) Tenderer must attach or submit proof of subcontracting arrangements which include a Subcontracting agreement between main tenderer and subcontractor. The agreement must include a priced bill of quantities of items to be sub-contracted, and signed by both parties. e) Attach proof of payment of Municipal account statement by subcontractor on rates and taxes from The Municipality or proof of residence stamped by tribal authority for those Residing in areas where municipal payments of rates and taxes are not implemented, such proof:</p>

Sub-clause	Data
	<p>(1) must not be older than three (3) months from closing date of the tender,</p> <p>(2) It must have been addressed to the company itself or any of the shareholders or members as on the document for company registration.</p> <p>(3) in case where the subcontracted company is renting an office space, the lease agreement between the company and the respective landlord must accompany the rental invoice.</p> <p>f) An original Valid Tax Clearance Certificate must be submitted with the bid on or before the closing time and date of the bid. Or the electronic verification tax clearance must be accompanied by the verification code.</p> <p>g) The subcontractor must also be registered with CIDB.</p> <p>h) Copies of the company registration certificate for subcontractor must be submitted with the bid or before the closing time and date of the bid.</p> <p>i) The bidders are advised to attach their certified valid BBBEE certificates, and in case where the business is classified as Exempted Micro Enterprise (EME), a letter from the registered auditor stipulating that the business has a turnover of less than R10m. (Sworn Affidavit)</p> <p>NB: It is the responsibility of tenderer to select competent subcontractor who is registered on the treasury central supplier database (CSD) that meet all minimum the requirement of the tender so that their tender is not jeopardized by the subcontractor when evaluated. Tenderers are responsible for all due diligence on their subcontractors.</p>
Mun. Special No.2	<p>Local Labour Content:</p> <p>The minimum Local Labour content for this project shall be as per EPWP recommendations.</p> <p>Local Labour/Supplier Maximisation is:</p> <p>- Note: This labour content shall be from the LOCAL COMMUNITY where LOCAL COMMUNITY means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said content 12%.</p>
	<p>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</p> <p>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.</p>



**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

- T2.1 LIST OF RETURNABLE SCHEDULES T.18
- T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION..... T.81
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE
CONTRACT T.84



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T2.1 LIST OF RETURNABLE SCHEDULES

1. Returnable Schedules required only for tender evaluation purposes

FORM	DESCRIPTION OF FORM	YES	NO
A	CERTIFICATE OF AUTHORITY		
B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING		
C	SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCL SMME'S)		
D	SCHEDULE OF PLANT AND EQUIPMENT		
E	SCHEDULE OF THE TENDERER'S EXPERIENCE		
F	RECORD OF ADDENDA TO TENDER DOCUMENTS		
G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER		
H	CONTRACTOR'S ESTABLISHMENT ON SITE		
I	CERTIFICATE OF NON-COLLUSIVE TENDER		
J	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003		
K	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME		
L	SCHEDULE KEY PERSONNEL		
M	FORMAT OF CURRICULUM VITAE OF KEY PERSONNEL		
N	COMPETENCE ACHIEVEMENT SCHEDULES		
O	BBBEE CERTIFICATE / SWORN AFFIDAVIT		
P	TAX CLEARANCE PIN		

2. Other documents that will be incorporated into the contract

FORM	DESCRIPTION OF FORM	YES	NO
Q	MBD FORMS (MBD 4,5,8,9)		

RDP2(E) EMPLOYMENT OF SMME'ST.77
RDP3(E) BROAD BASED BLACK ECONOMIC EMPOWERMENT.....T.80
T2.1 L PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONST.42

NB. Additional documentation including certificates shall be submitted in a separate, properly bound, document.



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T2.1 A CERTIFICATE OF AUTHORITY

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

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

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20..., Mr/Ms.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Ms....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

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

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

D. Certificate for sole proprietor

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

As Witness:

1.....

.....
Signature: Sole owner

2.....

.....
Date

E. Certificate for Close Corporation

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

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

NAME	ADDRESS	SIGNATURE	DATE

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



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T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that.....(Tenderer)

Of.....(Address)

.....

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

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

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

Name..... Signature.....

Capacity.....

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

Name..... Signature.....

Capacity..... Date & Time.....

NB: Details to be the same with attendance register



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T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCL SMME'S)

NOTE: This table is **NOT TO BE USED** to capture SMME Sub-contractors/Suppliers contributing towards the SMME project goal

SMME COMPANIES TO BE USED AS SUB-CONTRACTORS / SUPPLIERS MUST BE CAPTURED UNDER FORM: RDP 2 (E)EMPLOYMENT OF SMME'S

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



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T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

NB: The bidder to submit proof of ownership /Ownership of the lessee.

Signed..... Date.....

Name..... Position.....

Tenderer.....



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T2.1 E SCHEDULE OF THE TENDERER’S EXPERIENCE

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

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

NB.: Completion / Practical completion certificates to be attached and appointment letter for projects on progress.

Signed..... Date

Name..... Position.....

Tenderer.....



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T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed..... Date

Name..... Position.....

Tenderer.....



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T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

The combined extended total tendered for Item 13.01 for the contractor's general obligations; i.e.

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

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

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

SIGNED ON BEHALF OF TENDERER



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T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) Cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

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

SIGNED ON BEHALF OF TENDERER:

I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

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

SIGNED ON BEHALF OF TENDERER:

T2.1 J COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003

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

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

Attach a valid letter of good standing from the Compensation Commissioner or FEMA

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

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

T2.1 K REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

K1 General

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

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

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

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, including VAT, for which the contractor proposes to engage labour and SMMEs

K2.2 Labour Maximisation

It is a requirement of this contract that participation in the contract must be granted to labour in order to maximize job creation as well as to maximize expenditure towards the unemployed.

The specified target value for labour expenditure is **12%** of the contract value. This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. Labour is defined as hourly paid personnel including the CLO.

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

Penalties: The penalties for not reaching the required labour target values will be calculated at **300%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **75%** of the planned accumulative monthly figures. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

K2.3 SMME

SMME (According to the National Small Business Amendment Act, No. 29 of 2004):

Definition: A "Small [business] Enterprise" means a separate and distinct business entity, together with its branches or subsidiaries, if any, including co-operative enterprises [and non-governmental organisations], managed by one owner or more [which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy, which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 2, 3 and 4 of the Schedule opposite the smallest relevant size or class as mentioned in column 1 of the Schedule for the Construction category below:

Size of class	Total full time equivalent of paid employees	Total annual turnover	Total gross asset value(fixed property excluded)
Medium	200	R26m	R5m
Small	50	R6m	R1m
Very Small	20	R3m	R0,5m
Micro	5	R0,2m	R0,1m

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as “having their head office within the Limpopo Province boundaries.” A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is **fifteen percent (15%)** of the total contract value and this can be achieved through one or more sub-contractors. The Municipality reserves the right to terminate the contract should the contractor fail to honour the commitment as stipulated by the contractor on this page

Information in this regard needs to be provided by the contractor on Forms RDP 2 (E), RDP 2 (E1), RDP 2 (E2), etc. Commitment to these goals will be a condition of award.

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

Penalties: The penalties for not reaching the required SMME target values will be calculated at **300%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **75%** of the planned monthly accumulative figures. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

K2.4 Broad-Based Black Economic Empowerment (B-BBEE)

As assigned in the Codes of Good Practice, B-BBEE means the economic empowerment of all Black People through diverse but integrated socio-economic strategies that include, but not limited to:

- increasing the number of Black People that manage, own and control enterprises and productive assets;
- facilitating ownership and management of enterprises and productive assets by communities, workers, co-operatives and other collective enterprises;
- human resources and skills development;
- achieving equitable representation in all occupational categories and levels in the workforce;
- preferential procurement; and
- investment in enterprises that are owned or managed by Black People.

As part of this tender, preference will be given to B-BBEE Level Contribution The B-BBEE Level Contributor, meaning the B-BBEE Status received by a measured entity based on its overall performance using the generic scorecard contained in the Codes of Good Practice, will be used during tender evaluation to allocate points to the tenderer. A maximum of 10 points (90/10 evaluation) or a maximum of 20 points (80/20 evaluation)

may be awarded to a bidder for attaining their B-BBEE status level contemplated in the Codes of Good Practice.

The Act governing the B-BBEE is the Broad-Based Black Economic Empowerment Act, No. 53 of 2003

K2.5 Target values

The values of the targets (including VAT) are expressed as follows:

- At Tender stage: As a percentage of the Tender Sum (i.e. excluding Contingencies, CPA and Rise and Fall, but inclusive of VAT) as proposed by the tenderer in his tender
- After Award: As a percentage of the certified work done (i.e. excluding savings, but inclusive of variation orders and VAT)

The monetary total of these values shall be the CPG.

In this project the minimum target values (as percentage of contract value) shall be as follows:

Labour minimization (wages)	:	12%
SMME's	:	15%

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

K3 Contract Participation Performance (CPP)

K3.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make the Contractor liable for penalties as described above.

K3.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate. The format should be confirmed with the Social Division of RAL at the time of site handover.

K4 Training

Provision is made in the SCHEDULE OF QUANTITIES for structured training to be provided by the contractor.

T2.1 L SCHEDULE KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

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

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
CONTRACT MANAGER						
CONSTRUCTION MANAGER						
SITE FORMAN						
SAFETY OFFICER						
OTHERS:						

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.1 N COMPETENCE ACHIEVEMENT SCHEDULES

FUNCTIONALITY POINTS WILL BE SPREAD AS FOLLOWS (100POINTS MAXIMUM):

BIDDER EVALUATION CRITERIA FOR FUNCTIONALITY		WEIGHTING	SCORE
PROFILE OF KEY STAFF		20	
Attach Organogram CV's with certified Qualifications and proof of professional body registration of own staff (No free lancers)	<u>Contracts/ Project Manager</u>	MAX 10	
	B/Tech: Civil Engineering, NQF 7 LIC, with more than 5 years' experience and ECSA Technologist registration. :10 points		
	B/Tech: Civil Engineering/Building Works with more than 3 years' experience and ECSA candidate registration. :08 Points		
	N. Dip Civil Engineering/Building Works with more than 3 years' experience. :06 points		
	NQF 5- Develop and Promote Labour Intensive Construction.. :04 points		
	No formal education :00 Points		
	<u>Construction Manager (Site Agent)</u>	MAX 05	
	B/Tech: Civil Engineering, NQF 5 LIC, with more than 3 years' experience. :05 points		
	N. Dip Civil Engineering with more than 3 years' experience. :04 Points		
	N6 Civil Engineering with more than 3 years' experience :03 points		
	NQF 4: Manage Labour Intensive Construction Projects :02 points		
	No formal education :00 Points		
	<u>Occupational Health and Safety Officer</u>	MAX 05	
	Relevant NQF Level 7 Qualification with more than 3 years' experience, Professional registration with SACPCMP professional body :05 points		
	Relevant NQF Level 6 Qualification with more than 3 years' experience, Candidate/Professional registration with SACPCMP professional body :04 points		
Relevant NQF Level 5 Qualification with less than 3 years' experience Candidate registration with SACPCMP professional body :03 Points			
No formal education :00 Points			

COMPANY EXPERIENCE IN APPLIED FIELD		40																									
Experience of the company in rendering upgrading and or construction of roads projects (the tenderer must submit five (4) similar and successfully completed projects with a minimum value of R20million per project	<p>No information :00 Points 1 Project :10 Points 2 Projects :20 Points 3 Projects :30 Points 4 Projects :40 Points</p> <p><i>Note: Copy of both appointment letters and completion certificates for each project required with the clients' logo and signatures. (Client, Engineer & Contractor)</i></p> <p><i>Note: Referees provided, to be contactable to confirm the value and the completion certificates provided</i></p>	MAX 40																									
FINANCIAL CAPACITY		15																									
<ul style="list-style-type: none"> Bidder to submit proof of bank rating not older than three (03) months. Bank rating should be of the Lead Partner in case of a Joint Venture. Financial statement 	<p>Bank Rating</p> <p>D and above :05 Points</p> <p>E and below :00 Points</p> <p>Three (03) Years Audited Financial Statement (Where applicable): 10 Points</p>	MAX 15																									
PLANT AND EQUIPMENT		15																									
<p>Tenderer to submit proof of ownership with certification not older than three (03) Months.</p> <p>In case of hiring, a letter of intent must be submitted with proof of ownership with certification not older than three (03) months. The tenderer will be awarded half points in the event of hiring/leasing.</p>	<table border="1"> <thead> <tr> <th>Required Plant</th> <th>Min. Quantity</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>10 Ton Compactor</td> <td>01</td> <td>:03 Points</td> </tr> <tr> <td>Excavator</td> <td>01</td> <td>:04 Points</td> </tr> <tr> <td>TLB (Back Actor)</td> <td>01</td> <td>:02 Points</td> </tr> <tr> <td>Tipper Truck</td> <td>04</td> <td>:04 Points</td> </tr> <tr> <td>LDV (Bakkie)</td> <td>01</td> <td>:01 Points</td> </tr> <tr> <td>Water Truck</td> <td>02</td> <td>:02 Points</td> </tr> <tr> <td>Grader</td> <td>01</td> <td>:04 Points</td> </tr> </tbody> </table>	Required Plant	Min. Quantity	Points	10 Ton Compactor	01	:03 Points	Excavator	01	:04 Points	TLB (Back Actor)	01	:02 Points	Tipper Truck	04	:04 Points	LDV (Bakkie)	01	:01 Points	Water Truck	02	:02 Points	Grader	01	:04 Points	MAX 15	
Required Plant	Min. Quantity	Points																									
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Water Truck	02	:02 Points																									
Grader	01	:04 Points																									
TOTAL		100																									
The minimum score for functionality will be 70% , bidders who score below the minimum score will not be considered for further evaluation.																											

T2.1 O BBBEE CERTIFICATE / SWORN AFFIDAVIT

[BBBEE Certificate/ Sworn Affidavit to be attached here or separately]

T2.1 P TAX CLEARANCE PIN

[Tax Clearance Certificate obtained from SARS to be attached here]

T.44



CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS

T2.1 Q MDB FORMS

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE **THABAZIMBI LOCAL MUNICIPALITY**

BID NUMBER:CLOSING DATE: CLOSING TIME:

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

.....
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

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

NAME OF BIDDER.....
POSTAL ADDRESS.....
STREET ADDRESS.....
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
 - A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
 - A REGISTERED AUDITOR
- (Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

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

YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:
Department:
Contact Person:
Tel:
Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:
Tel:
Fax:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-		Required by:	.....
-		At:	.....
-		Brand and Model	.....
-		Country of Origin	.....
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)	.....
-		Period required for delivery	..... *Delivery: Firm/Not firm
-		Delivery basis	.....

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

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

*Delete if not applicable

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

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

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

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

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

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

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

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

*Delete if not applicable

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

MBD 4

DECLARATION OF INTEREST

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

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

- 3.1. Full Name of bidder or his or her representative:.....
- 3.2. Identity Number:
- 3.3. Position occupied in the Company (director, trustee, hareholder²):.....
- 3.4. Company Registration Number:
- 3.5. Tax Reference Number:.....
- 3.6. VAT Registration Number:
- 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8. Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.....

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

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

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

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

2.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

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

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

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

***YES / NO**

.....
.....

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

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

***YES / NO**

2.2 If yes, provide particulars.

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

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars
.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	5
BEE	5
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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.

a) 50% of the 20 and 10 points will be allocated to promote BBEE as per scorecard and the remaining 50% to promote Specific Goal (Locality).

Table1: Points will be allocated in terms of the B-BBEE scorecard and Locality as follows:

B-BBEE Status Level of Contributor	Total Number of Points for scorecard (80/20)	Number of Points for Preference (50%)	Total Number of Point For scorecard (90/10)	Number of Points for Preference (50%)
1	20	10	10	5
2	18	9	9	4.5
3	16	8	6	3
4	12	6	5	2.5
5	8	4	4	2
6	6	3	3	1.5
7	4	2	2	1
8	2	1	1	0.5
Non-Compliant contributor	0	0	0	0

b) SPECIFIC GOAL (LOCALITY)**Table2: Points based on 80/20 Preference System**

No.	Requirement	No. of points
1 80/20 Preference System	Procurement under the 80/20 preference points System where the enterprise head office or primary Place of business or regional or satellite offices Located within the boundaries of Thabazimbi Local Municipality	10
	Procurement under the 80/20 preference points System where the enterprise head office or primary Place of business or regional or satellite office is Located within the boundaries of the Waterberg District Municipal Area but Outside of the boundaries of the Thabazimbi Local Municipal Area	5

Table3: Points based on 90/10 Preference System

No.	Requirement	No. of points
2 90/10 Preference System	Procurement under the 90/10 preference points System where the enterprise head office or primary Place of business or regional or satellite office Located within the boundaries of Thabazimbi Local Municipality	5
	Procurement under the 90/10 preference points System where the enterprise head office or primary Place of business or regional or satellite office is Located within the boundaries of the Waterberg District Municipal Area but Outside of the boundaries of the Thabazimbi Local Municipal Area	2.5

NB:

A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 90-point formula for price; and scores 0 points for B-BBEE status level of contributor.

An enterprise that does not have an enterprise head office or primary place of business or regional or satellite office located within the boundaries of the Thabazimbi Local Municipal Area shall score 0 points for the specific goal of locality.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RDP1(E) SCHEDULE OF LOCAL LABOUR CONTENT

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

The specified target value is **12%**.

Note: This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Local Labour (skilled and unskilled)			
TOTAL PROJECT COST			
PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel including the CLO.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.6.5.

SIGNED ON BEHALF OF THE TENDERER:



**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

RDP2(E) EMPLOYMENT OF SMME'S

This contract requires that participation in the contract must be granted to local SMME companies. Local is defined as "having their head office within the Limpopo Province boundaries". The minimum target for participation is fifteen (15%) of the total contract value and this can be achieved through one or more sub-contractors. The municipality reserves the right to apply penalties to the value of 30% of the difference between the set target values and the actual values achieved when the contractor does not honour the commitment as stipulated by the contractor on this page. ONLY SMME subcontractors/suppliers should be employed to do the work listed in the table below. For other subcontractors, refer to

T2.1CSCHEDULE OF PROPOSED SUBCONTRACTORS.

We notify you that it is our intention to employ subcontractors for work in this contract to comply with the stipulated **15% requirement**.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

Item No.	Description of Work to be executed by SMME Subcontractors	Value of the work
1.		R
2.		R
3.		R
4.		R
5.		R
Total value of work committed to SMME companies		R
Percentage of total contract value		%

Note: Forms RDP2 (E1), RDP2 (E2) etc. should be completed for each contractor listed above and contributing towards the **15% goal**

Signed.....

Date.....

Name.....

Position.....

RDP2 (E1): SUB-CONTRACTOR No.1

SECTION	ITEM	SPECIFY SUB-ITEMS	AMOUNT
1200	General Requirements and Provisions		R
1300	Establishment and General Obligations		R
1400	Housing, Offices & Laboratories		R
1500 'LI'	Accommodation of Traffic		R
1700 'LI'	Clearing and Grubbing		R
1800	Dayworks		R
2200	Prefabricated Culvert Structure		R
2300 'LI'	Concrete Kerbing, Concrete Channelling, Open Chutes		R
3300	Mass Earthworks		R
3400 'LI'	Pavement layers of gravel		R
3500	Stabilisation		R
3600	Crushed-Stone-Base		R
4100	Prime		R
4200	Asphalt base and Surfacing		R
5600 'LI'	Road Signs		R
5700 'LI'	Road Markings		R
5900 'LI'	Finishing the Road and Road Reserve and treating old roads		R
7300 'LI'	Concrete Block Paving		R
8100	Testing Materials and Workmanship		R
TOTAL FOR THIS SUB-CONTRACTOR			R
TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE			%

RDP2 (E2): SUB-CONTRACTOR No. 2

SECTION	ITEM	SPECIFY SUB-ITEMS	AMOUNT
1200	General Requirements and Provisions		R
1300	Establishment and General Obligations		R
1400	Housing, Offices & Laboratories		R
1500 'LI'	Accommodation of Traffic		R
1700 'LI'	Clearing and Grubbing		R
1800	Dayworks		R
2200	Prefabricated Culvert Structure		R
2300 'LI'	Concrete Kerbing, Concrete Channelling, Open Chutes		R
3300	Mass Earthworks		R
3400 'LI'	Pavement layers of gravel		R
3500	Stabilisation		R
3600	Crushed-Stone-Base		R
4100	Prime		R
4200	Asphalt base and Surfacing		R
5600 'LI'	Road Signs		R
5700 'LI'	Road Markings		R
5900 'LI'	Finishing the Road and Road Reserve and treating old roads		R
7300 'LI'	Concrete Block Paving		R
8100	Testing Materials and Workmanship		R
TOTAL FOR THIS SUB-CONTRACTOR			R
TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE			%

RDP3(E) BROAD BASED BLACK ECONOMIC EMPOWERMENT

The tenderer shall furnish the municipality with the necessary information to enable the municipality to evaluate the submission for B-BBEE Level Contribution.

It is a requirement to attach a Broad-Based Black Empowerment Verification Certificate (issued by a service provider accredited to SANAS), indicating amongst others the following information:

- Company name
- Company Registration Number
- VAT Number
- Issue Date
- Expiry Date
- Level Contributor
- Name of Accredited Service Provider

NOTE: If the Service Provider is not accredited by a Registered Auditor approved by IRBA or Verification Agency accredited by SANAS, no points will be given for BBEE Level Contributor.

SIGNED ON BEHALF OF THE TENDERER



CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES.....T.82

T2.2: B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATIONT.83



**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

T2.2A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

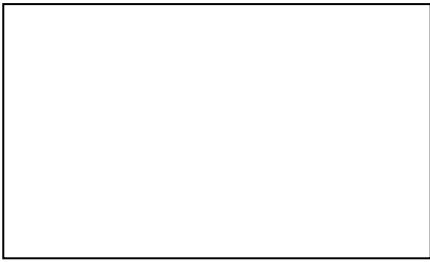
1. FINANCIAL STATEMENTS

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

**2. DETAILS OF TENDERER'S BANK ACCOUNT
MUST BE COMPLETED BY TENDERER'S BANK**

- a) Account Holder Name:
- b) Name of Bank:
- c) Branch of Bank.....
- d) Town/city/suburb where bank is situated
- e) Contact Person at the Bank:
- f) Telephone number of Bank: Code: Number:
- g) Account Number:
- h) Bank rating:.....

SIGNED ON BEHALF OF THE BANK
 NAME OF BANK OFFICIAL:.....
 DESIGNATION:.....
 SIGNATURE:.....
 DATE:.....



BANK STAMP

3. I/We hereby authorise the Employer to approach the above Bank for confirmation.

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

T2.2: B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to attach either:

- Written proof of his registration with the CIDB with the relevant grade as indicated/specified in the tender document

Or

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

Note:

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

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO
THE CONTRACT**

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL.....	T.85
T2.3 B	PROJECT PROGRAMME.....	T.86
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.87
T2.3 D	RATES FOR SPECIAL MATERIALS.....	T.88
T2.3 E	QUALITY MANAGEMENT PLAN AND METHOD STATEMENT	T.89

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curriculum vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed to by the engineer.

T2.3 B PROJECT PROGRAMME

Tenderer to supply project programme (preferably on MS Project), using acceptable software, in sufficient detail to cover the various facets of the work.

SIGNED ON BEHALF OF TENDERER:

Note to Tenderer

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.

T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

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

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
11(FINAL)	R
<p>TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICEADJUSTMENT (CPA))</p>	

SIGNED ON BEHALF OF TENDERER:

T2.3 D RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of sub clause 6.8.3 of the General Conditions of Contract. All bitumen products, as indicated in the contract data must be stated in the list below.

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

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:

T2.3 E QUALITY MANAGEMENT PLAN AND METHOD STATEMENT

Tenderer shall provide his quality management plan and method statement describing how he will ensure successful execution of the project. Highlight all work activities and inputs that may pose a threat or risk to the successful execution of the project:

SIGNED ON BEHALF OF TENDERER:

Note to Tenderer

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE C.3

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF
SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996..... C.8

C1.3 PERFORMANCE GUARANTEE C.12

C1.4 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND
AMENDMENT ACT NO. 72 OF 1997 C.18

C1.5 CONTRACT DATA..... C.19



**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Bid No: TECH/01/2024-25: REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS IN THABAZIMBI LOCAL MUNICIPALITY.

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

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

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

.....
.....

Rand (in words); R(in figures)

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and address of organization
.....
.....

Signature and Name of Witness: Signature

Name.....

Date

Acceptance

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

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

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

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

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

For the Employer

Signature

Name

Capacity

Name and address of organization

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

Signature and Name of Witness

Signature

Name

Capacity

Schedule of Deviations

Notes:

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

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

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

For the Tenderer:

For the Employer

.....

Signature

.....

.....

Name

.....

.....

Capacity

.....

Name and address of organisation:

Name and address of organisation

.....

.....

.....

.....

.....

.....

.....

Witness Signature

.....

.....

Witness Name

.....

.....

Date

.....

Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)
of (month)
20..... (year)
at (place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name



**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

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

This AGREEMENT made at on this day of in the year between The Thabazimbi Local Municipality (hereinafter called “the Employer” on the one part, herein represented by in his capacity as And delegate of the Employer and (hereinafter called “the Principal Contractor”) of the other part, herein represented by in his capacity as

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 5.3 of the General Conditions of Contract for Construction Works 2015 (Third Edition) as issued b the South African Institution of Civil Engineering (hereinafter referred to as “the GCC 2015”), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9.1, 9.2 or 9.3 of the GCC 2015.

3. The Principal Contractor declares himself to be conversant with the following: -
 - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i. Section 8: General duties of employers to their employees.
 - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
 - iii. Section 37: Acts or omissions by employees or mandatories and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2003, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

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

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

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

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Thabazimbi Local Municipality SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

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

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

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

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

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

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

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

NAME

(IN CAPITALS) 1..... 2.....

DATE:

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

.....

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

NAME

(IN CAPITALS) 1..... 2.....

DATE:

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

C1.3 PERFORMANCE GUARANTEE

“Guarantor” means:

Physical address:

“Employer” means: **THABAZIMBI LOCAL MUNICIPALITY**

“Contractor” means:

“Engineer” means: **PHAMELA ENGINEERING SERVICES**

“Works” means: **REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

“Site” means: **REGOROGILE EXTENSION 8**

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

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

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

C. C.13

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

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

(To be printed on Contractor's letter head)

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

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

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

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must: -
Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must: -
Ensure that every employee under your control complies with the requirements of the Act.
Institutes the measures necessary to secure, maintain and enhance health and safety.

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

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

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

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

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

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

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

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

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

(To be printed on Contractor's letter head)

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

I, in my capacity as [REDACTED], having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Executive Manger: Roads Management, who is our client, 'THABAZIMBI LOCAL MUNICIPALITY' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

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

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

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

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:



**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

C1.4 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
- (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
- a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

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

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

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.



**BID No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

C1.5 CONTRACT DATA

C1.5.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering. (GCC).

Section 1: Data provided by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor. Duplicate to C1.5.2
1.1.1.15	The employer is the THABAZIMBI LOCAL MUNICIPALITY
1.1.1.16	The Employer's Agent representing the Consultant is Mr. Fidelis Baloyi
1.2.1.2	The employer's address for receipt of communication is: Telephone: Tel: +27 14 777 1525 Address: Private Bag X530, Thabazimbi, 0380
1.2.1.2	The Employer's Agent's address for receipt of communication is: Telephone:(015) 295 2059 / (010) 880 0138/ 074 317 8677 e-mail: admin@phamelaeng.co.za ; phamelaengineering@gmail.com Address: Suite 101 Office Park, 90 Schoeman Street, Polokwane, 0699
3.2.3	The Employer's is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: -. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from the municipality for the utilization of any Contingencies Etc.....
3.2.4	The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date.

Clause	
5.3.1.	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.
5.5.1	<p>The Works shall be completed within 12 consecutive months as envisaged by the employer, measured from commencement/site hand-over date to due completion date.</p> <p>The contract will be awarded based on 2 Year Performance Based, Annual Financial Allocation and Financial availability.</p> <p>The (03) three year contracting will be performance based and the contractor will be subjected to annual performance evaluation at the end of each financial year for contract renewal.</p> <p>The availability of financial resources cannot be guaranteed by Thabazimbi Local Municipality and is also a condition for the continuation of the contract. Thabazimbi Local Municipality will reserve the right without prejudice to withdraw from any of the contracts with all rights reserved should the required financial resources not available.</p>
5.6.1	The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over
5.8.1	The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays.
5.13.1	The penalty for delay is R 7 500.00 per working day or part thereof.
5.14.5.2	The Defects Liability Period is twelve (12) consecutive calendar months after the date of the certificate of completion.
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate
6.2.1.	The Guarantee is to contain the same wording as indicated in the document included as C1.3 under returnable documents
6.2.1.	The amount of the Guarantee is to be 10% surety.
6.2.1.	The Guarantee is to be delivered twenty one (21) days after the Letter of Acceptance. In the event of failure to submit the guarantee within the stipulated 21 days, the Municipality reserves the right to cancel the contract and award the Bid to the tenderer who scored the second highest points.
6.5.1.2.3	Day works allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of "x" is 0,150</p> <p>The values of the co-efficient are:</p>

Clause																					
	$(1-x) \left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table border="0" data-bbox="469 405 1461 607"> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Concrete Work (major structures only)</th> </tr> </thead> <tbody> <tr> <td>a =</td> <td>0,20</td> <td>0,20</td> <td>0,15</td> </tr> <tr> <td>b =</td> <td>0,40</td> <td>0,35</td> <td>0,20</td> </tr> <tr> <td>c =</td> <td>0,25</td> <td>0,35</td> <td>0,55</td> </tr> <tr> <td>d =</td> <td>0,15</td> <td>0,10</td> <td>0,10</td> </tr> </tbody> </table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area nearest to the Site as specified by the Engineer in the Appendix to the Tender and as published in the Statistical News Release, P0141, Table 7.1 (previously P0141.1 Table 21) of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering Materials Index” as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel at wholesale level – Coast/Witwatersrand Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Thabazimbi</p> <p>The base month is FEBRUARY (<i>The calendar month during which tender closed</i>)</p>		New Road Construction	Rehabilitation	Concrete Work (major structures only)	a =	0,20	0,20	0,15	b =	0,40	0,35	0,20	c =	0,25	0,35	0,55	d =	0,15	0,10	0,10
	New Road Construction	Rehabilitation	Concrete Work (major structures only)																		
a =	0,20	0,20	0,15																		
b =	0,40	0,35	0,20																		
c =	0,25	0,35	0,55																		
d =	0,15	0,10	0,10																		
6.8.3	<p>The following are special materials: Bitumen binder extracted from petroleum-based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>																				
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.																				
6.10.3	The percentage retention is 5% of the certified work done (including VAT).																				

Clause	
6.10.3	The limit of retention money is 5% of the certified work done (including VAT).
6.10.3	A Retention Money Guarantee is compulsory. A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.
8.6.1.	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R Nil
8.6.1.1.3	b) Professional fees not included in the Contract Price is R Nil
8.6.1.2	The following additional and varied insurances are required: CAR & SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
9.2.1.3.2	Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Engineer written notice to proceed,” duplicate to C1.5.2
10.5.1/2	Disputes are to be referred to mediation (As per the GCC 2015)
10.5.3	The number of adjudication board members shall be 1 or3
10.7	Disputes are to be referred for final settlement to arbitration.
Special Clause in terms of RDP	<p>Requirements in terms of government’s reconstruction and development programme.</p> <p>Target values: In this project the minimum target values shall be as follows:</p> <ul style="list-style-type: none"> • Local Labour Maximisation (Wages) :12% • SMME’s :15% <p>It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.</p> <p>Penalties:</p> <p>The penalties for not reaching the required labour and SMME target values will be calculated at 300% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than 75% of the planned monthly figures. No bonuses for achieving the set target values are applicable.</p>

Section 2: Data provided by the Contractor

Clause	
1.1.1.9	The contractor is
1.2.1.2	The contractor's address for receipt of communication is: Telephone: Facsimile: e-mail:..... Address:.....
5.5.1	The Works shall be completed within ....Months as proposed by the contractor.
6.5.1.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is% (Maximum 15%).
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.
	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
	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.
	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.

D. Applicable Labour Laws

D.1 Introduction

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

D1.1 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 EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (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 EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

D 2. Terms of Work

D2.1 Workers on a EPWP are employed on a temporary basis or contract basis.

D.3 Normal Hours of Work

D3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

D3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

D3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

D4 Meal Breaks

D4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

D4.2 An employer and worker may agree on longer meal breaks.

D4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

D4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

D5 Special Conditions for Security Guards

D5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

D5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

D6 Daily Rest Period

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

D7 Weekly Rest Period

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

D8 Sick Leave

D8.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

D8.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

D8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

D8.4 Accumulated sick-leave may not be transferred from one contract to another contract.

D8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

D8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

D8.7 An employer must pay a worker sick pay on the worker's usual payday.

D8.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

(a) absent from work for more than two consecutive days; or

(b) absent from work on more than two occasions in any eight-week period.

D8.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

D8.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

D9 Maternity Leave

D9.1 A worker may take up to four consecutive months' unpaid maternity leave.

D9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

D9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

D9.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

D9.5 A worker may begin maternity leave –

a. four weeks before the expected date of birth; or

b. on an earlier date –

i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

ii. if agreed to between employer and worker; or on a later date,

c. if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

D9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

D9.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

D10 Family responsibility leave

D10.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

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

D11 Statement of Conditions

D11.1 An employer must give a worker a statement containing the following details at the start of employment –

- a) the employer's name and address and the name of the EPWP;
- 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 EPWP.

D11.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

D11.3 An employer must supply each worker with a copy of these conditions of employment.

D12 Keeping Records

D12.1 Every employer must keep a written record of at least the following –

- (a) the worker's signed contract to have name of the project, his/her name, position and signed by both parties; It must also attach certified ID which is not older than 3 months from the day they start on the project
- (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, all workers to sign monthly payment register and daily attendance register.

D12.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

D13 Payment

- D13.1 An employer must pay all wages at least monthly into a bank account.
- D13.2 A worker may not be paid less than the minimum EPWP wage rate per day or per task. This will should be in line or similar to what is paid at other construction projects within the area or as directed by the Employer.
- D13.3 A task-rated worker will only be paid for tasks that have been completed.
- D13.4 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.
- D13.5 A time-rated worker will be paid at the end of each month.
- D13.6 Payment must be made by direct deposit into a bank account designated by the worker.
- D13.7 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- D13.8 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.
- D13.9 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
- D13.10 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.

D14 Deductions

- D14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- D14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- D14.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

- D14.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

D15 Health and Safety

D15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

- D15.2 A worker must –
- a) work in a way that does not endanger his/her health and safety or that of any other person;
 - b) obey any health and safety instruction;
 - c) Obey all health and safety rules of the EPWP;
 - d) use any personal protective equipment or clothing issued by the employer;
 - e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

D16 Compensation for Injuries and Diseases

D16.1 It is the responsibility of the employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

D16.2 A worker must report any work-related injury or occupational disease to their employer or manager.

D16.3 The employer must report the accident or disease to the Compensation Commissioner.

D16.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

D 17 Termination

D17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

D17.2 A worker will not receive severance pay on termination.

D17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

D17.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

D17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

D18 Certificate of Service

D18.1 On termination of employment, a worker is entitled to a certificate stating –

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

D 19 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.

D.20 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.

D21 Reporting

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

D22 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 3CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

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

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	

Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and } any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

D23 Employment of unskilled and semi-skilled workers in labour-intensive works – According to SANS 1914-5.

D23.1 Requirements for the sourcing and engagement of labour.

D23.1.1 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.

D23.1.2 The rate of pay set for the EPWP per task or per day is **R/day or/task** as set out by the Thabazimbi Local Municipality.

D23.1.3 Tasks established by the contractor must be such that:

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

D23.1.4 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 above.

D23.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

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

D23.1.6 The Contractor shall endeavours to ensure that the expenditure on the employment of temporary workers is in the following proportions:

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

D24 Specific provisions pertaining to SANS 1914-5

D24.1 Definitions

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

D24.2 Contract participation goals

D24.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

D24.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

D25 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause D24 of SANS 1914-5, written contracts shall be entered into with targeted labour.

D26 Variations to SANS 1914-5

D26.1 The definition for net amount shall be amended as follows:

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

D26.2 The schedule referred to in D23 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.

D27 Training of targeted labour

D27.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

D27.2 The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

D27.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

D27.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

D27.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

D27.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of D27.1 to D27.5 above.

D27.7 Proof of compliance with the requirements of D27.1 to D27.5 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C1.5.2 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following:

“4.1.1 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

4.1.2 Extent of Contractor' obligations

Add the following to this sub-clause:

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Construction Equipment, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender Documents, or Construction Equipment equivalent thereto, are on the site when required.”

4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

4.3.1.1 Mine Health and Safety Act, number 29 of 1996

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

4.4. SUBCONTRACTING

Add the following subclauses:

“4.4.7 Continuing obligation extending beyond date of completion of the work

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

4.4.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“4.9.2 Preclude seizure of construction equipment

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

4.9.3 Constructional plant brought to the site by the subcontractor

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor.”

5. TIME AND RELATED MATTERS

5.4 ACCESS TO THE SITE

Add the following subclause:

5.4.4 “If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

5.14 COMPLETION

Delete the following:

“5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5”

5.16 APPROVAL

5.16.1 Final Approval Certificate

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Engineer has issued the Final Approval Certificate.

6. PAYMENT AND RELATED MATTERS

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

6.6.1.2.1 In the first line after the word "sums" insert "excluding VAT"

6.6.1.2.2 In the fourth line after the word "amount" insert "excluding VAT"

6.10.5 Payment of retention money

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:"

"Retention money shall become due when the Engineer shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

6.11 VARIATIONS EXCEEDING 15 PER CENT

6.11.1 Second paragraph:

Change "15%" to "30%".

Add the following subclause:

"6.11.2 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."



**CONTRACT No. TECH/01/2024-25
FOR
REGOROGILE EXTENSION 8 PAVING OF INTERNAL STREETS**

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS.....	C.40
C2.2	BILL OF QUANTITIES	XLIV

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should

work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

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

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

The following abbreviations are used in the bill of quantities:

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

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

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

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

16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or part of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour-intensive specification in the Scope of Works.

16.2 Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

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

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc.) shall be deemed to be included in the rates for Labour Intensive items.

C2.2 BILL OF QUANTITIES

**CONTRACT NO: TBA
PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS**

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION 1200						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
1200		GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	LIC	Locating existing services	Prov Sum	1	R 100,000.00	R 100,000.00
B12.02	LIC	Hand excavation to determine the positions of existing services	m³	346.5		
B12.03	LIC	Relocation of existing pipe including excavation, removal of pipe, installing new water pipe, sleeve and backfilling	Sum	1		
B12.04		Quality control tests ordered by the Engineer	Prov Sum	1	R 200,000.00	R 200,000.00
B12.05	LIC	Employment of Community Liaison Officer (CLO) for the duration of the contract)	Prov Sum	1	R 84,000.00	R 84,000.00
B12.06		Provisional sum for protection and/ or relocation of existing services including Electrical Cables and Poles as ordered by Engineer	Prov Sum	1	R 100,000.00	R 100,000.00
B12.07		Provisional sum for payment of contract notice board as instructed by Engineer	No.	2		
B12.08	LIC	Provision of training of assistance technician nominated by the client	Prov Sum	1	R 90,000.00	R 90,000.00
		Provision for appointment of SHE representative	Prov Sum	1	R 78,000.00	R 78,000.00
B1.1		Provision for appointment of OHS Agent	Prov Sum	1	R 420,000.00	R 420,000.00
B1.2		Contractors time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	12		
		Cost of survey/engineering technician for setting out	Month	12		
B1.3		Submission of the Health and Safety File	Lump Sum	1		
		Provision for Social facilitation	Prov Sum	1	R 372,000.00	R 372,000.00
B12.09		Provision for maintenance and blading of gravel road	Prov Sum	1	R 60,000.00	R 60,000.00
B12.10		Demolition of of Existing Culvert Structure and other Structures	Prov Sum	1	R 30,000.00	R 30,000.00
B12.11		PSC Compansation	Prov Sum	1	R 40,000.00	R 40,000.00
B12.12		Percentage for charges and profit on the provisional sums for contractor's cost and profit (B12.01, B12.03 to B12.11)	%	1,574,000		
B12.13		Re-Establishment of Site	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION 1300						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
1300		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01		Contractor's general obligations				
		(a) Fixed obligations	Lump Sum	1		
		(b) Value-related obligations	Lump Sum	1		
		(c) Time-related obligations	Month	12		
TOTAL CARRIED FORWARD TO SUMMARY						

**CONTRACT NO: TBA
PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS**

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION 1400						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
1400		HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
B14.01		Office and laboratory accomodation:				
		The provision of accomodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of a 220/250 volt electrical installation wit				
		(a) Offices (interior floor space only)	m ²	20		
		(b) Laboratories (interior floor space only)	m ²	16		
		(e) Ablution units	m ²	12		
		Car ports, as specified, at offices and laboratory buildings	No.	6		
B14.02		Office and laboratory furniture:				
		(a) Chairs	No	20		
		(d) Desks, complete with drawers and locks	No	1		
		(f) Conference tables	No	1		
B14.03		Office and laboratory fittings, installations and equipment:				
		(a)(xv) Steel filing cabinets with drawers	No	1		
14.08		Services				
		(a) Services at office and laboratories				
		(i) Fixed costs	Lump Sum	1		
		(ii) Running costs	Month	12		
B14.11		Provision of cellular telephone to the Engineer				
		(a) Cost of computer, ;cellular phone, calls and other charges	Prov Sum	1	R 58,000.00	R 58,000.00
		(c) Accommodationfor resident engineer	Prov Sum	1	R 360,000.00	R 360,000.00
		(b) Handling cost and profits in respect of item B14.11(a)	%	R 418,000.00		
TOTAL CARRIED FORWARD TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION 1500						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
1500		ACCOMMODATION OF TRAFFIC				
15.01		Accommodation traffic and maintaining temporary deviations	km	6.8		
B15.02		Earthworks for temporary deviations:				
		(a) Shaping of temporary deviations	km	6.8		
B15.03		Temporary control facilities				
		(a) Flagmen	man-day	276		
		(b) Portable STOP and GO-RY signs	No	6		
		(e) Road signs, R- and TR-series, (1200mm diameter)	No	20		
		(f) Road signs, TW-series, (1500mm sides)	No	20		
		(p) Provision of high visibilty safety jackets	No	40		
15.04		Relocation of traffic control facilities	Lump Sum	1		
15.05		Gravelling & repair of temporary deviations and existing gravel shoulders used as temporary deviations				
		(a) Temporary deviations - 3m wide	m ³	2310		
		(b) Existing gravel shoulders	m ³	1208		
B15.06		Watering of temporary deviations	kl	1092		
15.07		Blading by road grader of:				
		(a) Temporary deviations	km-pass	10		
		(b) Existing roads used as temporary deviations	km-pass	10		
TOTAL CARRIED FORWARD TO SUMMARY						

**CONTRACT NO: TBA
PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS**

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION 1700						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
1700		CLEARING AND GRUBBING				
B17.01		Clearing and grubbing	ha	8.4		
17.02		Removal and grubbing of large trees and stumps				
		(a) Girth exceeding 1m up to and including 2m	No	5		
		(b) Girth exceeding 2m up to and including 3m	No	2		
17.05		Cleaning out of hydraulic structures:				
	LIC	(a) Pipes with an internal diameter up to and including 750mm	m ³	5		
TOTAL CARRIED FORWARD TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION B1800						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
B18.00		DAYWORK SCHEDULE				
B18.01		Day work				
		(a) Normal hours of duty of:				
		(i) Unskilled labour	hr	10		
		(ii) Semi-skilled labour	hr	10		
		(iii) Skilled labour	hr	10		
		(iv) Foreman	hr	10		
B18.02		Hire of construction equipment				
		(a) Excavator				
		Minimum power: 75kW (16 ton)				
		Manufacturer.....CAT.....				
		Model.....350.....	hr	10		
		(b) TL Backactor				
		Minimu power: 50kW (similar to Case				
		580G)				
		Manufacturer.....CAT.....				
		Model.....428.....	hr	10		
		(c) Front end loader				
		Minimum power: 60kW (Similar to Cat				
		920)				
		Manufacturer.....CAT.....				
		Model.....930.....	hr	10		
		(d) Platform truck				
		Minimum load mass: 4t	hr	10		
		(e) Tip truck				
		Minimum load mass: 4t Minimum load				
		capacity: 6m3	hr	10		
		(f) Grader (CAT 140G or similar)	hr	10		
		(g) Walk behind roller (Bomag BW90 or				
		similar)	hr	10		
		(h) Mechanical Broom	hr	10		
		(i) D6 Dozer	hr	10		
		(j) Compressor complete with two hand-				
		held tools and attachments				
		Minimum capacity: 7m3/minute				
		Manufacturer.....				
		Model.....	hr	10		
		(k) Submersible dewatering pump, 40				
		m3/h, with hoses and power supply				
		Manufacturer.....				
		Model.....	hr	10		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: TBA

PAVING OF REGORIGILE EXTENSION 8 INTERNAL STREETS

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOGORILE EXT.8 INTERNAL STREETS						
SECTION 2100						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
2100		DRAINS				
21.01		Excavation for open drains				
	LIC	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	LIC	(i) 0m up to 1.5m	m ³	5386		
	LIC	(ii) Exceeding 1.5m and up to 3.0m	m ³	1077		
21.03		Excavation for subsoil drainage systems:				
		(a) Excavating material situated within the following depth ranges below the surface level:				
		(i) 0m up to 1,5m	m ³	612		
		(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	539		
21.06		Natural permeable material in subsoil drainage systems (crushed stone)				
		(b) Crushed stone obtained from commercial sources (19.0mm)	m ³	142.8		
21.08		Pipes in subsoil drainage systems:				
	LIC	(c) 110mm RC perforated pipes and fittings, normal duty, complete with couplings	m	680		
21.10	LIC	Geotextile/Geomembrane	m ²	508.2		
21.12		Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for drainage systems:				
	LIC	(a) Outlet structures	No	2		
	LIC	(b) Manhole boxes	No	12		
	LIC	(d) Cleaning eyes	No			Rate Only
21.13		Concrete caps for subsoil drain pipes	No			Rate Only
21.15		Overhaul for material hauled in excess of 1,0km free haul (normal overhaul)	m ³ km	1615.68		
B21.20		Galvanised wire mesh 250x250mm at the outlets of subsoil drainage systems. Mesh 10mm x 2.5mm wire diameter	No	2		
B21.21		Subsoil Markers	No			
TOTAL CARRIED FORWARD TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOGORILE EXT.8 INTERNAL STREETS						
SECTION 2200						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
2200		PREFABRICATED CULVERTS				
22.01		Excavation: (a) Excavating soft material situated within the following depth ranges below the surface level:				
	LIC	(i) 0m up to 1.5m	m ³	742.5		
		(ii) Exceeding 1.5m and up to 3.0m	m ³	297		
		material, irrespective of depth	m ³	74.25		
22.02		Backfilling:				
	LIC	(a) Using the excavated material	m ³	742.5		
	LIC	(b) Using imported selected material	m ³	297		
		(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling (4%)	m ³	74.25		
22.03	LIC	Prefabricated pipe culverts:				
		(b) On Class C bedding				
		(i) 900mm diameter	m	200		
		(ii) 600mm diameter	m	800		
		(iii) 450mm diameter	m	400		
		(iv) 300mm diameter	m			Rate only
22.05	LIC	Brick rectangular cuverts:				
		(b) Without prefabricated floor				
	LIC	(i) 0.9m x 0.45m	m	21		
22.05	LIC	Precast rectangular culverts				
		(b) Without prefabricated floor				
	LIC	(i) 1800mm x 1800mm	m	33		
22.07		Cast in situ concrete and formwork:				
	LIC	(b) In floor slabs for portal or rectangular culverts, including formwork and class U2 surface finish(Class 30/19)	m ³	297		
	LIC	(c) Inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (Class 30/19)	m ³	30		
	LIC	(d) Formwork of concrete under subitem 22.07(c) above (F2 finish)	m ²	40		
TOTAL CARRIED FORWARD						

CONTRACT NO: TBA
PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOGORILE EXT.8 INTERNAL STREETS						
SECTION 2200						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
TOTAL BROUGHT FORWARD						
22. 10		Steel reinforcement				
	LIC	(b) High-tensile steel bars	t	1.5		
	LIC	(c) Welded steel fabric (ref 395)	kg	2346.3		
22.17		Manholes, catchpits, precast inlet and outlet structure complete				
	LIC	Field Inlets as per drawing	No	12		
		Kerb Inlets as per drawing	No	5		
		Manholes as per drawing	No	12		
		Provision of dump rock with blinding	m ³	264		
		Construction of wingwalls to the riverbank as per drawing	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION 2300						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
2300		CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	LIC	Concrete Kerbing				
		(a) Cast in situ kerbing (Class 25/19)				
		(ii) Figure 8c Cast in-situ mountable kerb (Class 25/19)	m	200		
		(c) Precast kerb to SABS 927 (Class 25/19)				
		(i) Figure 8c mountable kerb (Class 25/19)	m	14960		
		(ii) Figure 12 kerb (Class 25/19)	m			Rate Only
23.07	LIC	Trimming of excavations for concrete-lined open drains				
		(a) In soft material	m ²	1077		
		(b) In hard material	m ²	718		
23.08		Concrete Lining for Open Drains				
		(a) Cast in situ concrete lining (25MPa V-drain 1m wide x 0.2m deep)	m ³	329		
		(b) To sides with formwork on both internal and external faces (each face measured)	m ²	823		
23.10		Sealed joints in concrete linings of open drains (type 2)	m	54		
23.12		Steel reinforcement				
		(b) Welded steel fabric Ref 1.93	kg	4330.92		
23.13		Polyethylene sheeting (0.15mm thick) for concrete-lined open drains	m ²	2244		
23.15		Precast blocks in outlet structures	No	10		
TOTAL CARRIED FORWARD TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOGORILE EXT.8 INTERNAL STREETS						
SECTION 3100						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
3100		BORROW MATERIALS				
31.01		Excess overburden	m ³	24235		
31.03		Finishing-off borrow areas in:				
		(a) Hard material	ha	3		
		(b) Intermediate material	ha	2		
		(c) Soft material	ha	2		
31.04		Supply and erect new fencing material for Borrowpit including Access Gates	m	50		
TOTAL CARRIED FORWARD TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOGORILE EXT.8 INTERNAL STREETS						
SECTION 3300						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
3300		MASS EARTHWORKS				
33.01		Cut and borrow to fill, including free-haul up to 1.0km:				
		(a) Material in compacted layer thickness of 150mm and less:				
		(ii) Compacted to 93% of modified AASHTO density	m ³	8078		
33.04		Cut to spoil, including free-haul up to 1.0km. Material obtained from:				
		(a) Soft excavation	m ³	1212		
		(b) Intermediate excavation	m ³	1212		
		(c) Hard excavation	m ³	808		
		(d) Boulder excavation Class B	m ³	404		
		(e) Extra over items 33,01 to 33,04 for hard rock excavation	m ³	808		
33.05		Overbreak in hard and class A excavation	m ²	404		
33.07		Removal of unsuitable material (including free-haul of 0.5 km):				
		(b) In layer thicknesses exceeding 150mm				
		(i) Stable material	m ³	2020		
		(ii) Unstable material	m ³	1212		
33.10		Roadbed preparation and compaction of material:				
		(b) Compaction to 95% of Mod AASHTO density	m ³	8078		
33.13		Finishing-off cut and fill slopes, medians and interchange areas:				
		(a) Cut slopes	m ²	2020		
		(b) Fill slopes	m ²	2020		
33.18		Extra over items 33.10 and 33.12 for preparing and/or treating the roadbed and compacting material in restricted areas:				
		(a) Item 33.10 for roadbed preparation and the compaction of material	m ³	808		
TOTAL CARRIED FORWARD TO SUMMARY						

**CONTRACT NO: TBA
PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS**

THABAZIMBI LOCAL MUNICIPALITY PAVING OF REGOGORILE EXT.8 INTERNAL STREETS						
SECTION 3400						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
3400		PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34.01		Pavement layers constructed from gravel taken from cut to stock pile on site or borrow, including free-haul up to 1,0 km:				
		(d) Gravel subbase (Un-stabilized G6 material commercially sourced) compacted to:				
		(ii) 95% of modified AASHTO density (150mm layer	m³	8078		
		(f) Gravel base (G5 Stabilised Material Commercially sourced) compacted to:				
		(i) 98% of modified AASHTO density (150mm layer	m³	8078		
34.02		Extra over item 34.01 for excavation of material in:				
		(a) Intermediate excavation	m³	2424		
		(b) Hard excavation	m³	808		
34.07		Extra over item 34.01 for temporarily blading the material to windrow:	m³	16157		
TOTAL CARRIED FORWARD TO SUMMARY						

**CONTRACT NO: TBA
PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS**

THABAZIMBI LOCAL MUNICIPALITY
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS

SECTION 5100

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
5100		PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION				
51.01		Stone pitching:				
	LIC	(b) Grouted stone pitching	m ²	528		
51.05		Concrete edge beams, 300 x 300mm in 7,2m sections				
	LIC	(a) Class 25/19	m ³	285		
TOTAL CARRIED FORWARD TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION 5200						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
5200		GABIONS				
52.01	LIC	Foundation trench excavation and backfilling				
		a) in solid rock (material requiring blasting)	m ³	4.4		
	LIC	b) in other classes of material	m ³	39.6		
52.02		Surface preparation for bedding of gabions	m ²	44		
52.03		Gabions				
		d) PVC coated gabion mattresses				
		i) 2m x 1 m x 0.5 (80 mm x 100 mm)	m ³	80		
52.05		Filter fabric				
		b) Bidim U24 or similar	m ²	80		
TOTAL CARRIED TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOGORILE EXT.8 INTERNAL STREETS						
SECTION 5400						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
5400		GUARD RAILS				
54.01	LIC	Guardrails on timber posts:				
		a) Galvanised	m	200		
54.03	LIC	Extra over item 54.01 for horizontally curved guardrails factory bent to a radius of less than 45m	m	10		
54.04		End treatments:				
		a) End wings	No	6		
		c) Bridge adapters	No	6		
		d) End treatment in accordance with the drawing where single single guardrails sections are used	No	6		
54.05		Additional guardrail posts:				
		a) Timber	No	20		
54.06		Reflective plates	No	20		
		Removing existing guardrails	m	50		
TOTAL CARRIED TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION 5600						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
5600		SECTION 5600: ANCILLARY ROADWORKS SIGNS				
		Road signs with painted background and symbols and with signboard constructed from aluminium sheeting (2 mm thick)				
56.01		a) Type R1 - 610 mm dia (Stop sign)	No	20		
		b) Type R2 (Yield sign)	No	0		Rate Only
		c) Type R2.1 (Yield to pedestrian sign)	No	10		
		d) Type R2.2 (Yield circle sign)	No	0		Rate Only
		e) Type R103 (Arrow low left sign)	No	0		Rate Only
		f) Type R105 (Arrow left sign)	No	0		Rate Only
		g) Type W408 (Keep left sign)	No	0		Rate Only
	LIC	h) Type W401 (Danger plates)	No	0		Rate Only
	LIC	i) Type R201 (Speedsign)	No	15		
	LIC	j) Type W332 (Speed hump sign)	No	14		
56.03		Sign supports	No	15		
	LIC	1.8 m	No	10		
		1.5 m	No	8		
		1.3 m	No			Rate Only
56.05		Supply and install Streetname board complete, including sign support	No	0		Rate Only
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: TBA

PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS

THABAZIMBI LOCAL MUNICIPALITY
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS

SECTION 5700

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
5700		ROAD MARKINGS				
57.01		Non-reflectorized paint applied at a nominal rate of 0.42 l/m ²				
		a) White lines				
	LIC	i) 150 mm wide (RM1-type)	km	6.8		
	LIC	ii) 300 mm wide (RTM1-type)	km			Rate Only
		b) Yellow lines				
	LIC	i) 150 mm wide (RM1-type)	km	13.6		
	LIC	ii) 300 mm wide (RTM1-type)	m			Rate Only
	LIC	c) White characters and symbols				
	LIC	i) WM7-type	m ²	240		
		d) Yellow characters and symbols				
B57.06	LIC	i) WM7-type	m ²	240		
		e) Traffic island markings (any colour)				
		i) WM7-type	m ²	0		Rate Only
B57.07		Setting out and premarking the lines (Excluding traffic-island markings, lettering and symbols)	km	20.40		
		Establishment of the painting unit during the construction period	Lump Sum	1		
		b) All other road markings	m ²	510		
TOTAL CARRIED FORWARD TO SUMMARY						

**CONTRACT NO: TBA
PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS**

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SECTION 6100						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
6100		FOUNDATIONS FOR STRUCTURES				
61.02		Excavation:				
		(a) Excavating soft material situated within the following successive depth ranges:				
	LIC	(i) 0m up to 2m	m ³	1800		
		(ii) 2m up to 4m	m ³	180		
		(b) Extra over subitem 61.02(a) for excavation in hard material irrespective of depth	m ³	90		
	LIC	(d) Extra over subitem 61.02(a) for excavation by hand	m ³	90		
TOTAL CARRIED FORWARD TO SUMMARY						

**CONTRACT NO: TBA
PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS**

THABAZIMBI LOCAL MUNICIPALITY
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS

SECTION 7300

ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R
7300		CONCRETE BLOCK FOR ROADS				
73.01	LIC	(a) Concrete block paving (80mm thick, 35MPa, Grey, Type S-A(A) (UTG2) interlocking concrete block paving laid in herringbone bond for Gates inclusive transport to site	m ²	53,856		
	LIC	(b) Concrete block paving (60mm thick, 35MPa, Grey, Type S-A(A) (UTG2) interlocking concrete block paving laid in herringbone bond for Walkways	No	0		Rate Only
	LIC	(c) 30mm river sand/paving sand	m ³	2154		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO: TBA

PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS

THABAZIMBI LOCAL MUNICIPALITY						
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS						
SCHEDULE C: PROVISION OF STRUCTURED TRAINING						
ITEM	METHOD	DESCRIPTION	UNIT	QTY	Rate	AMOUNT
C1200		Provision of Structured training				
C12.05		Provision for accredited training				
		(a) Generic Skills	Prov Sum	1	R 65,000.00	R 65,000.00
		(b) Entreprenual Skills	Prov Sum	1	R 65,000.00	R 65,000.00
		(d) Traning venue (only if required)	Prov.Sum	1	R 15,000.00	R 15,000.00
		(c) Handeling cost and profit in respect of sub-item C12.05 (a) above	%	R 145,000.00		
TOTAL CARRIED FORWARD TO SUMMARY						

THABAZIMBI LOCAL MUNICIPALITY			
PAVING OF REGOROGILE EXT.8 INTERNAL STREETS			
SUMMARY OF SCHEDULE A			
SECTION	METHOD	DESCRIPTION	AMOUNT R
SECTION 1200		GENERAL	
SECTION 1300		CONTRACTOR'S ESTABLISHMENT ON SITE GENERAL OBLIGATION	
SECTION 1400	LIC	HOUSING OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
SECTION 1500	LIC	ACCOMMODATION OF TRAFFIC	
SECTION 1600		OVERHAUL	
SECTION 1700		CLEAR AND GRUBBING	
SECTION B 1800		DAYWORK SCHEDULE	
SECTION 2100	LIC	DRAINS	
SECTION 2200	LIC	PREFABRICATED CULVERTS	
SECTION 2300	LIC	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
SECTION 3100		BORROW MATERIALS	
SECTION 3300		MASS EARTHWORKS	
SECTION 3400		PAVEMENT LAYERS OF GRAVEL MATERIAL	
SECTION 3500		STABILISATION	
SECTION 5100	LIC	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
SECTION 5200	LIC	GABIONS	
SECTION 5400	LIC	GUARDRAILS	
SECTION 5500	LIC	FENCING	
SECTION 5600	LIC	ROAD SIGNS	
SECTION 5700	LIC	ROAD MARKINGS	
SECTION 5900		FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
SECTION 6100	LIC	FOUNDATIONS FOR STRUCTURES	
SECTION 6400	LIC	CONCRETE FOR STRUCTURES	
SECTION 7300	LIC	CONCRETE BLOCK PAVING	
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULE A			

SUMMARY OF SCHEDULE B: OHS AND ENVIRONMENTAL MANAGEMENT PLAN				
B1	Occupational health and safety			
B1000	Environmental Management Plan			
SUMMARY OF SCHEDULE C: PROVISION OF STRUCTURED TRAINING				
C1200	Structured Training			
TOTAL OF THE SUMMARY OF SCHEDULES (A + B + C)				
CONTRACT PRICE ADJUSTMENT				
Sum provided in terms of the provisions of the General Conditions of Contract(3.5%)				
CONTINGENCIES				
The Tenderer shall add contingencies of 5% of the total amount of Schedule of Quantities				
SUB TOTAL				
VALUE ADDED TAX (15%)				
SUMMARY AMOUNT				

CONTENTS**PART C3: SCOPE OF WORK**

C3.1	Description of Works	C.3
C3.2	Engineering	C.7
C3.3	Procurement	C.8
C3.4	Construction	C.9
C3.5	MANAGEMENT	C.137

PART C4: SITE INFORMATION

c4.1	site information	C.139
c4.2	LOCALITY PLAN	C.140

PART C5: ANNEXURES

C5.1	PROFORMA DOCUMENTS	C.142
C5.2	contract drawings	Error! Bookmark not defined.

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PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS

THE CONTRACT

PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

PART C3: SCOPE OF WORK

C3.1	Description of Works	C.3
C3.2	Engineering	C.7
C3.3	Procurement	C.8
C3.4	Construction	C.9
C3.5	Management	C.137

Description of Works

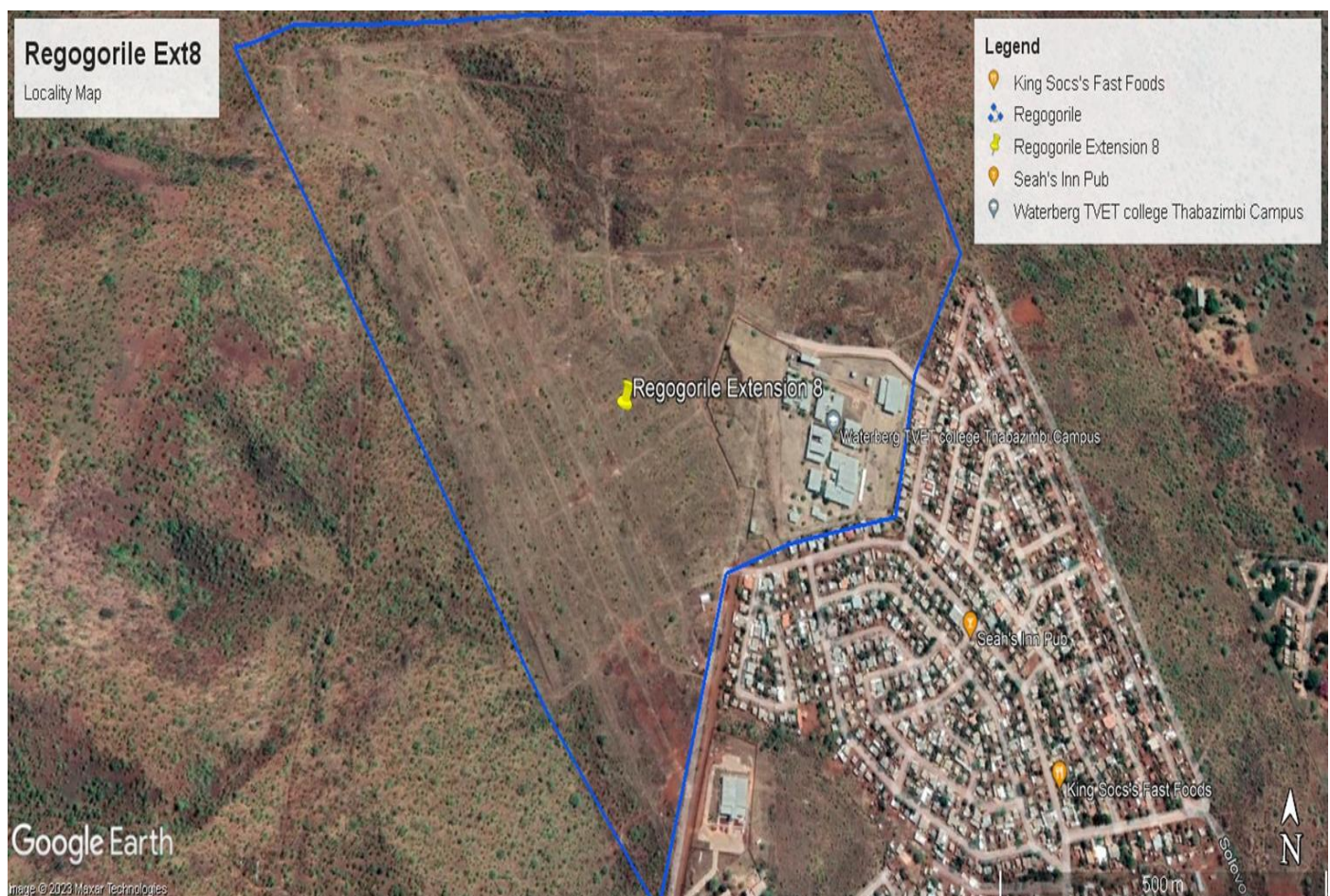
C3.1.1 Employer's Objectives

The Employer's objective is to upgrade the internal streets in the area of Regorogile Extension 8 through a construction of an 80mm interlocking Concrete Paving Blocks. The project is to be implemented in Phases until the completion of 6.8 km in Regorogile Extension 8.

C3.1.2 Overview and Location of Works

The project entails the construction of internal streets at Regorogile Extension 8 with 80mm-thick Concrete Paving Blocks. The combined total length of the internal streets is 6.8 km. The current condition of the streets is such that the community members struggle to access their houses whereby the streets are mainly gravel and earth streets which results in the streets being inaccessible during rainy seasons.

This project entails the paving of the internal streets in the Regorogile Extension 8 area which is under the jurisdiction of the TLM. Regorogile Extension 8 falls under wards 1 and 10, it is located in Thabazimbi, Limpopo, with centre GPS coordinates at **24°34'17.82"S, 27°22'47.77"E**. Figure C31.2.1 shows the project location.



C3.1.3 Extent of Works

The scope of works proposed for the upgrading of 6.8 km Regorogile Extension 8 extension 8 internal streets is as follows:

Clearing and grubbing within road reserve for entire 6.8 km road

Location and Relocation of Existing Services

Accommodation of Traffic

- 150 mm Roadbed Preparation compacted to 93% Mod
- Construction of 150 mm Subbase Layer Compacted to 95% Mod. AASHTO
- Construction of 150 mm Base Layer Compacted to 97% Mod. AASHTO
- Construction of underground stormwater drainage system with a minimum pipe size of 450mm
- Construction of two (2) 2-barrel 1800x1800 stormwater culverts
- Construction of 80mm interlocking Concrete Paving Blocks
- Construction of accesses, junctions and edge beams
- Installation of mountable kerbs within the road for the entire 6.8 km
- Construction of Speed Humps (6)
- Installation of new Road Signs and Road Markings
- Finishing off of the Road Reserve for 6.8 km

C3.1.4 Location of the Works

Regorogile Extension 8 area which is under the jurisdiction of the TLM. Regorogile Extension 8 falls under wards 1 and 10, it is located in Thabazimbi, Limpopo, with centre GPS coordinates at **24°34'17.82"S, 27°22'47.77"E**.

C3.1.6 General Information

C3.1.6.1 Drawings

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

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

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

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

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

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

The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

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

C3.1.7 Labour Regulations

A27 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.

A28 Applicable labour laws

1) The Ministerial Determination No. 4 for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° 949 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.

2) Sectorial determination 2: Civil engineering sector

A48 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.

A49 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

A50 Reporting

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

- Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns.
- Progress report detailing production output compared to the programme of works.

Engineering

C3.2.1 Design

(a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

(b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.

(c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Employer's Design

The Scope of Works to be constructed is detailed but not exactly limited to that in the Schedule of Quantities and Book of Drawings that form part of this Tender.

C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent works or temporary works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

Procurement

PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

The Thabazimbi Local Municipality's Preferential Procurement Policy will be used. All tenderers are to acquaint themselves with it and is available upon request.

T1.3

T1.4

CONTRACT NO: TBA

PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS

Construction**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	/ Halfway House	Contact Person	:	Angeline Aylward
Becker Street	/685			
Midrand				

(b) SABS or BS Specifications and Codes of Practice

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

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

C3.4.2 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 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2015
1202	15	12(2)
1206	14	Deleted
1209	52	49(1)(5)
1210	54	51(1)
1212(1)	49	46
1215	45	42(2)
1217	35	32
1303	49	46
1303	53	50
1303	12	10
1303	45	42(2)
1403	40(1)	37
1505	40	37
31.03	40	37
3204(b)	40	37
3303(b)	2	2
5803(c)	40	37
5805(d)	40	37
6103(c)	40	37
Item 83.03	22	19
ALL SECTIONS	48	45

C3.4.2.2 Amendments to the Standard Specifications

The General conditions of Contract 2015 prepared by the Committee of Land Transport Officials. (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced below, together with additional amendments as set out herein.

COLTO AMENDMENTS: March 1999

In the FOREWORD on page (i),

Delete the paragraph commencing “please not” and ending to CEAC for authorization” and replace with:

‘Please note:

- That the Standard Specifications for Road and Bridge Works for State Road Authorities is published under separate cover.
- This document has been developed for usage by State Road Authorities where there is an extensive in-house engineering expertise available. Consequently, more power could be given to the Employer than under the standard conditions of contract.
- The Employer is obligated to ensure that it has the necessary expertise available, either in-house or contracted in, to allow for the appropriate use of this documents.

ADDITIONAL AMENDMENTS

The following additional amendments to the COLTO General conditions of Contract 2015 apply to this contract:

A1. SUBCLAUSE 1 (1)

Amend the following definitions to read:

(e) “Commencement Date: means the date of written notice from the employer or the Engineer requiring him, in terms of clause 12, to commence the execution of the works”.

(n) “Engineer” means Kago Consulting Engineers acting through a director, an associate or an official authorized thereto in writing:

A2. SUBCLAUSE 3 (4)

In the first line change “satisfy” to “be deemed to have satisfied”.

6(5)(iv) The Contractor shall assume responsibility for the Environmental

Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract”.

A8. CLAUSE 9

Add the following sub-clauses: -

(6) In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

(7) If the contract shall have been cancelled in terms of clause 58, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.

A9. SUBCLAUSE 12 (1)

Delete the words “excluding from the calculation any special non-working days”.

A10. SUBCLAUSE 12 (2)

Delete this sub-clause.

A11. SUBCLAUSE 13 (3)

(i) In the third line, between “and” shall”, insert “as far as possible”.

(ii) Delete the full stop after ‘stipulate’ and add the following:-

“But should these be insufficient for the needs and requirements of the work. The Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, costs, including attorneys and client costs, charges and expenses arising in respect thereof.

A12. SUBCLAUSE 15 (2)

Delete “receipt by the Contractor of the letter of acceptance” and replace with “Commencement Date”

A13. SUBCLAUSE 16 (2)

In the 3rd line, delete “at the cost of reproduction” and replace with

“or reproduce” and add the following paragraph:-

“All additional copies, whether provided by the Engineer or reproduced by the Contractor, shall be to the Contractor’s account.

A14. SUBCLAUSE 26 (1)

In the third and fourth lines delete “failing such specifications, requirements or instructions, of the respective kinds suitable for the purpose intended” and replace with “in the absence of such specifications requirements or instructions, they shall be approved by the Engineer for the purpose intended”

A15. SUBCLAUSE 26 (7) (a)

Delete “allow” in the first line and replace with “be deemed to have allowed”.

A16. SUBCLAUSE 33

Renumber the existing paragraph as (1) and add the following sub-clause:-

“(2) In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay.

A23. CLAUSE 53

In the last paragraph delete “(if any)” and replace with the following:-

“(based on the amount by which such additions or deductions shall be in excess of 20% of the Tender Sum)”.

A24. SUBCLAUSE 55 (1)

Amend the first paragraph as follows:-

(i) In the fourth line, after the word “Contractor”. Replace the comma with a full stop and delete all wording thereafter.

(ii) Delete the last paragraph.

A25. SUBCLAUSE 58 (1)

58(1) (c) Delete “with due diligence” and replace with “at a rate laid down in his approved programme or, otherwise, with due diligence”.

58(1) (f) Add the following to the end of the existing wording: -

“Has failed to expel a subcontractor after having been instructed to do so in term of sub-clause 8(3), or”

A26. CLAUSE 61

61(1) (a) Add to the first paragraph the words “with the exception that the Engineer’s decision on the true intent and meaning of drawings shall be final and binding”.

61(3) Delete the first two words “If the” and replace with “This”.

6(4) Delete this sub-clause.

CONTRACT PRICE ADJUSTMENT SCHEDULE**A27. CLAUSE 1 CONTRACT PRICE ADJUSTMENT FACTOR**

Contract Price Adjustment is applicable on this contract ONLY if the projects exceeds 12 calender months.

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 contraction 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 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 in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

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

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

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS	C.18
SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	C.27
SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL	C.28
SECTION 1500 : ACCOMMODATION OF TRAFFIC	C.30
SECTION 1600 : OVERHAUL	C.30
SECTION 1700 : CLEARING AND GRUBBING	34
SECTION 1800 : DAYWORK SCHEDULE	35
SECTION 2100 : DRAINS	35
SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS	38
SECTION 3100 : BORROW MATERIALS	40
SECTION 3200 : SELECTION, STOCKPILING AND BREAKDOWN THE MATERILA FROM BORROW PITS AND CUTTINGS, AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS	43
SECTION 3300 : MASS EARTHWORKS	450
SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL	50
SECTION B3500: STABILISATION	63
SECTION 5600 : ROAD SIGNS	65
SECTION 5700 : ROAD MARKINGS	72
SECTION 5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	72
SECTION 7300 : CONCRETE BLOCK PAVING FOR ROADS	72
SECTION 8100 : TESTING MATERIAL AND WORKMANSHIP	72

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)

(b) Programme of work for rehabilitation work

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

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

Add the following at the end of this clause:

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

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

Add the following:

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

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

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

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

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

(e) Materials on the site

Add the following:

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

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (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 three (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) 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.

“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula :

$$V = \frac{Rw - R}{(Nw - Nn) \times x} + \text{(-----)}$$

V = Extension of time in calendar days for 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 for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records

Rw = Actual recorded rainfall for the calendar month

Rn = Average rainfall for the calendar month, as derived from existing rainfall records

x = 20

The rainfall records which shall provisionally be accepted for calculation purposes are based on records taken at: **Rainfall Station: Thabazimbi**

Years of record: 2022

Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn
	(mm)	(days)
January	75	18.2
February	70	15.4
March	47	15.3
April	26	12.3
May	7	0
June	4	0
July	4	0
August	5	0
September	9	0
October	32	12.1
November	57	14.2
December	79	17.4

B1222 USE OF EXPLOSIVES

Add the following sub clause:

“(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."

B1228 LEGAL PROVISIONS

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 37305 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 5(1)) of the Construction Regulations 2014, which are bound in the Contract document).

The Contractor shall in terms of regulation 7(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

B1229 SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

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

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

Part 1: Common cements.

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

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."

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

B1231 COMMUNITY LIAISON OFFICER (CLO)

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

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To 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.
- (ii) 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.
- (iii) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (iv) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (v) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vi) 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.
- (vii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (viii) To keep a daily written record of his interviews and community liaison.
- (ix) To attend monthly site meetings to report on labour and RDP matters.
- (x) All such other duties as agreed upon between all parties concerned.
- (xi) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined by Employer with a minimum salary of R6 000.00 per month.

(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.

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 8 of the General Conditions of Contract 2015, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 8 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract 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
 - Describes the organisation of work.
 - Contains aspects concerning the protection of the employees and other persons' health and safety.
 - Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number.

B12.35 MEASUREMENT AND PAYMENT

Add the following items:

ITEM**UNIT****B12.04****Remuneration of the Community Liaison Officer**

a) Remuneration of the Community Liaison Officer Provisional Sum

b) Handling costs and profit in respect of sub-item

B12.04(a) Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

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

1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**B1302 GENERAL REQUIREMENTS****(a) Camps, constructional plant and testing facilities**

Add the following:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

B1303 PAYMENT**ITEM****UNIT**

B13.01 **The contractor's general obligations** (As specified)

Add the following after the fifth paragraph:

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

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

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

Add the following:

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

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

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

(b)Offices

Add the following new sub-sub-clause:

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

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."

B1406 MEASUREMENT AND PAYMENT

Add the following sub-item:

ITEM	UNIT
B1403 (b) (ii)Supply of cellular telephones, cost of calls and other charges	PC Sum
B1403 (b) (ii) Handling cost and profit in respect of sub-item B14.03(b)(ii)	Percentage (%)

The unit of measurement for sub-sub-item B14.03 (b) (ii) shall be the Prime Cost for the telephones supplied to the engineer's site supervisory staff, and the cost of call and other chargers.

Measurement and payment in respect of the prime cost 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)(ii), 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.”

General: Method of payment

Add the following:

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

1500 : ACCOMMODATION OF TRAFFIC**B1502 GENERAL REQUIREMENTS****(e) Access to properties**

Add the following:

“access 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.”

“(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.

(l) Land taken up for deviations

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

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

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

(b) Road signs and barricades

Add the following:

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

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

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

(c)Channelization devices and barricades

Add the following:

“Drums shall not be used as channelization devices.

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

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

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

(e)Warning devices

Add the following:

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

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

Add the following clause:

B1517 RETRO-REFLECTIVE MATERIAL

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

B1518 MEASUREMENT AND PAYMENT

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

“The tendered rate shall also include for all measures necessary to accommodate traffic on during construction works”

Renumber item 15.03 as B15.03

Add the following sub-item:

“ITEM	UNIT
B15.03	Temporary traffic control facilities

- (n) Provision of high visibility safety jackets and safety hats number (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	Prime cost sum for:
(a) Compensation to landowners for damage to private property	prime cost (PC) sum
(b) Handling cost and profit in respect of sub-item B15.14(a)	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 B15.14(b) is an extra over percentage on the amount actually spent under sub-item B15.14(a) which shall include full compensation for the handling costs and profit of the contractor.”

SECTION B1600: OVERHAUL**B1602 DEFINITIONS****(b)Overhaul**

Delete the subclause and replace with:

"Payment shall only be made for material hauled in excess of 1,0 km. Overhaul shall be measured as the product of the volume of material hauled and the overhaul distance."

(d)Free-haul distance

Replace the last sentence with:

"This distance shall be 1,0 km in the case of all overhaul materials and this specification shall be deemed to have replaced the 'free-haul' distance in all other sections of the standard specifications."

B1603 MEASUREMENT AND PAYMENT

Amend the description of payment item 16.02 as follows:

"Item	Unit
B16.02 Overhaul on material hauled in excess of 1,0 km cubic metre-kilometre (m³-km)"	

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

"Only ordinary overhaul for haul in excess of 1,0 km will apply to all type of fill and layer work materials. No restricted overhaul will be applicable on this Contract."

1700 : CLEARING AND GRUBBING**B1702 EXECUTION OF WORK**

Add the following:

f)Edge build-up removal

“Material that has formed on edges of shoulders, including silt and grass growing on the road surface, restricting the free flow of water off the road surface, concentrating the water or presenting a potential hazard to traffic shall be removed. The material may be removed by means of blading using a grader or a tractor with a blade on instruction of the Engineer.

The finished surface of the edge build-up shall be free from corrugations, constructed level with the road surface edge, and shall not be higher than the surfaced edge.

Material removed shall either be loaded and transported to designated spoil sites or disposed of adjacent to the road on the lower side of the road within the road reserve as approved by the Engineer. Where the material is spoiled adjacent to the road the Contractor shall ensure that the material is spread neatly and well clear of the road where it cannot wash back into any culvert, drain or channel.”

B1704 MEASUREMENT AND PAYMENT

Add pay item 17.07:

ITEM**UNIT****B17.07 Edge build-up removal**

- a) Edge build-up removal
- i) On the road surface square metre (m²)

The unit of measurement for items B17.07 (a)(i) shall be the square metre of edge build-up removed on instruction of the Engineer. The tendered rates shall include full compensation for labour, tools and equipment for the execution of the work, and disposal of the material including a free-haul of 1,0 km.

1800 : DAYWORK SCHEDULE

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

B1801 SCOPE

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

B1802 ORDERING OF DAYWORK

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

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following daywork items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers:	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h)
	(iii) Skilled	Hour (h)
B18.02	Foreman	Hour (h)
B18.03	Tipper trucks:	
	(i) 3 – 5 ton	Hour (h)
	(ii) 5,1 – 10 ton	Hour (h)
B18.04	Loader (0,5m ³)	Hour (h)
B18.05	Grader (CAT 140G or similar)	Hour (h)
B18.06	LDV	Hour (h)
B18.07	Compaction Rollers:	
	(i) Vibrator roller	Hour(h)
	(ii) Tamping roller	Hour (h)
	(iii) Grid roller	Hour(h)
B18.08	Hand Controlled Compactors	
	(i) Pedestrian roller (Bomag BW90)	Hour(h)
	(ii) Vibratory plate	Hour(h)
	(iii) Rammers	Hour(h)
B18.09	Water truck (min 10000 l)	Hour(h)
B18.10	Dozer (D7 or similar)	Hour(h)

CONTRACT NO: TECH/01/2024-25**PAVING OF REGOROGILE EXTENSION 8 INTERNAL STREETS**

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

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

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

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

SECTION 2100: DRAINS**B2107 MEASUREMENT AND PAYMENT****Item****B21.01 Excavation for open drains**

ADD THE FOLLOWING TO THE THIRD PARAGRAPH:

"The tendered rate shall also include full compensation for trimming the open drains."

ADD THE FOLLOWING ITEMS:

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

B21.01	Excavation for open drains
---------------	-----------------------------------

(a) Excavating soft and intermediate material, irrespective of depth, **cubic metre (m³)**

(b) Extra over subitem B21.01 (a) for excavation in hard material, irrespective of depth. **Cubic metre (m³)**

The unit of measurement is the cubic metre of material excavated from the open drains as instructed by the Engineer. Quantities shall be calculated as being the product of the length of open drain excavated times the average width and depth, in accordance with cross-sections taken at 20 m intervals.

The tendered rates shall include full compensation for excavating, shaping, cleaning and trimming the open drains and for disposal of the resulting material at approved dumping sites provided by the Contractor, including all haul.

Payment shall distinguish between soft, medium and hard material as defined in Clause B1231 (c) of the project 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.”

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 subclauses:

(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 subclause:

(k)Formwork and finish

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

SECTION 3100: BORROW MATERIALS**B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

ADD THE FOLLOWING AFTER SUBCLAUSE (a):

"Before the Contractor enters private property to open borrow pits, construct access roads, temporarily occupy certain land or inspect the relevant areas, he shall negotiate with the owners concerned and advise them of his intentions, in accordance with the relevant ordinances.

The Employer will negotiate with landowners only with regard to compensation for gravel material obtained from borrow pits, but not for rock which shall be the responsibility of the Contractor, and who will subsequently pay such compensation to the owners.

The Contractor shall adhere to the Environmental Management Plan for borrow pits as prepared in accordance with the requirements of the Department of Mineral Resources, for the North West Province: Department of Public Works and Roads for any of the stated borrow pits he intends to develop. This shall include the removal and storage of the topsoil within the affected area, maintenance of the area during use and the rehabilitation of the area to its natural state on completion. A photographic record shall be kept of all borrow pit areas. Any construction material spoiled within these sites shall be buried to a depth of no less than 300 mm below the surface soil. No construction material of any nature shall be left visible after topsoiling. The Engineer shall confirm this before grassing commences. The area shall be kept free of all undesirable plant material.

Should the Contractor intend to utilize any new borrow pits, an environmental management plan (EMP) should be drawn up to the requirements of and for the approval of the Department of Mineral Resources before opening such borrow pits.

The Contractor is also responsible for rehabilitating the borrow pits after completion of the project in accordance with the approved EMP."

ADD THE FOLLOWING NEW PARAGRAPHS TO THE END OF THIS SUBCLAUSE:

"The Engineer shall instruct the Contractor as to the applicable usage of borrow pits always employing the best economic alternative (lowest cost in terms of tendered rates) taking cognizance of the following:

- Quality of material;
- Haulage distance;
- Hardness of material;
- Overburden.

Under no circumstances shall the Contractor be entitled to any additional compensation in respect of any instruction by the Engineer as to the usage of borrow pit material."

Add the following:

"Finishing-off of borrow areas using conventional construction equipment shall be in accordance with clause B3105."

Item		Unit
B3104	Protecting Borrow pits	
	a) Stock proof fencing as per detail, all-inclusive	km.
	b) Corner post as per detail, all-inclusive	no.
	c) Gates, all-inclusive	no.

The unit of measurement shall be the km of fence supplied and erected as indicated on the drawings and/or ordered by the engineer. Separate payment will be made per corner post and/or gate supplied of all material, labour and equipment required to erect the specified security fence, maintaining for the duration of the contract and removal at the end of the contract.

SECTION 3200: SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS AND CUTTINGS, AND PLACING AND COMPACTING THE GRAVEL LAYERS**B3201 SCOPE**

Add the following after the first paragraph:

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

B3203 STOCKPILING THE MATERIAL

In the third paragraph, replace the second and third sentences with:

"Before any stockpiling may be done the area shall be cleared of topsoil to a sufficient depth that will subsequently allow for the complete rehabilitation of the site with a cover of topsoil that does not exceed 100 mm in depth and is not less than 75 mm in depth. If there is insufficient topsoil; the Contractor shall acquire whatever balance is needed to rehabilitate the area at his own cost. No make-up topsoil shall be taken from the road reserve. The topsoil shall be stored in an area that shall not be affected by construction activities nor impede the natural flow of water. The topsoil so windrowed or stockpiled and its surrounds shall be kept free of all undesirable vegetation. The Contractor shall not commence his stockpiling activities without prior written approval from the Engineer that the site has been adequately prepared.

Stockpile sites shall be graded smooth with an adequate slope to ensure proper drainage. The surface shall be watered and compacted to a depth of at least 150 mm and to a density of 90% of modified AASHTO density. The compacted surface shall be firm. Upon completion, the surface shall be swept clean.

Stockpile sites shall be large enough to allow the different types of material to be stockpiled without overlapping or exceeding the limits of the prepared site. Enlargement of the stockpile sites after the stockpiles have been placed will not be permitted without the Engineer's approval.

After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition by ripping of the affected areas, re-landscaping if necessary, re-instatement of the topsoil and re-vegetation."

Add the following paragraph:

"Material intended for the construction of the gravel base shall be stockpiled beforehand to allow adequate time for the Engineer to conduct the necessary material tests to confirm the suitability of the stockpiled material."

B3204 BREAKING-DOWN THE MATERIAL**B3206 CONTROLLING THE MOISTURE CONTENT OF MATERIALS**

Add the following:

"With respect to the last paragraph, the onus is placed on the Contractor to show that he has taken all reasonable precautions to keep the material dry and to dry it out and this includes the scheduling of the work in the correct season."

B3208 PLACING AND COMPACTING THE MATERIAL IN LAYER THICKNESSES OF 200 mm AND LESS AFTER COMPACTION**(a) Spraying and mixing****(i) General requirements**

Add to second paragraph:

"When pavement material is to be stabilized, the moisture content of this material to be compacted shall be at 1% below the optimum moisture content, unless otherwise approved by the Engineer."

B3212 MEASUREMENT AND PAYMENT

IN THE INTRODUCTORY PARAGRAPH, REPLACE THE COMMA AFTER "below" IN THE PENULTIMATE LINE WITH A FULL STOP AND DELETE THE REMAINDER OF THE PARAGRAPH.

Add the following as a second paragraph:

"Separate payment for work applicable to these payment items shall be made under the relevant sections in these specifications pertaining to the construction material required. For example, material procured from borrow that is crushed and screened for use in selected and subbase layers shall be measured for payment under Section 3400: Pavement Layers of Gravel Material as:

Subitems 34/32.01(d) and 34/32.03(d) etc., whichever is the relevant pairing of payment items under Sections 3200/3400."

SECTION 3300: MASS EARTHWORKS**B3301 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES IN EXCESS OF 200mm AFTER COMPACTION**

Add the following new subclause:

(e)Pioneer layer

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

Add the following to the table in the second paragraph of this sub-clause:

"Pioneer layers – 350- 500mm dimension in some areas.

Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve."

B3302 MATERIALS**(b)Fill**

ADD THE FOLLOWING TO SUBITEM (iv):

"The maximum swell at 100% modified AASHTO compaction shall not be more than 2%."

B3303 CLASSIFICATION OF CUT AND BORROW EXCAVATION

CLASSIFICATION OF CUT AND BORROW EXCAVATION SHALL BE REVISED AS FOLLOWS:

"(a)Classes of excavation**(ii)Intermediate excavation**

No distinction shall be made between soft and intermediate excavation, and all intermediate excavation shall be classified and measured as soft excavation."

B3305 TREATING THE ROADBED**(a)Removing unsuitable material:**

Replace the third and fourth paragraph with the following:

"The removal of unsuitable material shall be paid for under payment item B33.07. For payment using conventional construction methods a distinction shall first be made in respect of the depth of the material removed and secondly in respect of the stability of the material and the construction plant to be used. For removing any stable material payment will be made under payment item B33.07. Furthermore, the thickness of the layer to be removed must be less than 200 mm. If the layer to be removed is more than 200 mm payment will be made under payment item B33.04 as for the ordinary excavated cut to spoil material.

For the purposes of this clause and of payment item B33.07, stable material shall be defined as material which can be removed effectively by means of normal road construction equipment such as bulldozers, road graders, scrapers, mechanical shovels, back hoes or excavators."

B3306 CUT AND BORROW**(e)The temporary stockpiling of materials**

Replace the contents of this subclause with the following:

"The Contractor shall plan his activities in such a manner so that materials excavated from borrow areas and cuttings can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the stockpiled material is to be used."

(g)General

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

"The final cut surface in hard excavation shall not be more than 0,5 m below the specified slope face, measured at right angles to the strike and dip directions of the slope face."

B3307 FILLS**(d)Benching**

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

"The dimensions of benches as well as the extent to which existing fills have to be cut back to form benches shall be subject to the Engineer's approval."

(i)Widening of fills

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

"No additional payment will be made for widening of existing fills along the road. The widening of fills shall be measured and paid for under item 33.01."

Replace the fourth measurement and payment paragraph with the following:

"The tendered rates for cut to spoil shall include full compensation for excavating from the road prism and roadbed in the various classes of excavation for loading, transporting the material over the haul distance, off-loading and disposing of the material as specified, including shaping and levelling off any piles of spoil material.

It shall also, where applicable, allow for spoiling at sites where borrowing is taking place at the same time. No additional payment for temporary stockpiling or double handling will be made."

IN THE FOURTH PARAGRAPH REPLACE "free-haul distance of 0,5 km" WITH " free-haul distance of 1,0 km".

SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL**B3402 MATERIALS****(a)General**

Add the following at the end of the second paragraph:

For chemically stabilised layers the material shall conform to the requirements in Table B3402/5.

Distinction shall be made between crushed and natural G4, G5 and G6 materials. Where the crushing and/or screening of these materials has been specified, the combined grading shall conform to the grading limits specified for G4 class material in Table 3402/1.

Gravel material for pavement layers may also be material recovered from existing pavement layers, or imported material approved by the engineer. Crushed-stone obtained from existing pavements and processed as gravel material will be paid for as gravel material and not as crushed-stone."

In Table 3402/2 amend the "Description of Material" for a G7 "Type of Material" to read "Gravel or Crushed-stone."

In Table 3402/1 under the "G5" column delete the words "may contain approved natural fines not obtained from the parent rock" in the "Additional Fines" row and replace it with the following:

"May contain up to 25% by mass of approved natural fines (or sand) not necessarily from the parent rock. Added fines shall have a LL not exceeding 25 and a PI not exceeding 6."

Replace Table 3402/5 with:

"Table B3402/5: Requirements For Chemically Stabilized Layers

Classification	C1	C2	C3	C4
Material before stabilization/treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G6 quality
PI after stabilization/treatment	Non-plastic	Non-plastic	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	6 min.	4 min.	1,5 min	0,75 min.
ITS (kPa) *(3)	-	-	250 min.	N/A*(5)
WDD (% loss) *(4)	5 max.	10 max.	20 max.	30 max.

Notes:

* (1) For materials derived from the basic crystalline rock group, the Plasticity Index after stabilization shall be non-plastic.

* (2) Unconfined Compressive Strength at 100% Modified AASHTO maximum dry density.

* (3) Indirect Tensile Strength at 100% Modified AASHTO maximum dry density.

* (4) Wet/Dry Durability according to Method B8110.

* (5) In order to reduce stabilisation cracking, a 120 CBR @ 98% of modified AASHTO density shall substitute ITS requirement"

(b)Compaction requirements

Add the following after the last paragraph:

"The compaction requirements for this contract shall be as specified in the table below:

Layer	Density
180 mm BSM1 base	100% MDD
Cement stabilised subbase	98% MDD

Add the following sub-clauses:

"(d)Material requirements

When the design strengths etc for stabilized or modified gravel cannot be attained with the type and quantity of stabilizing agents specified in Section 3500, in the Project Specifications or on the Drawings, the Engineer will instruct the Contractor to amend the quantity and possibly the type of stabilizing or modifying agent as well in order to obtain the required strengths."

B3403 CONSTRUCTION**(a) Requirements applying prior to the construction of the layer**

Add the following:

“Layers constructed using crushed-stone material recovered from existing crushed-stone base layers shall be placed and paid for as gravel material.”

Add the following sub-clauses:

"(f) Treatment of in situ material or existing pavement layers as new pavement layers

Where the in situ material or existing pavement layers are classified as suitable for new pavement layers and have to be reconstructed as prescribed by the Engineer, the material or layers shall be scarified, watered and compacted to a percentage of Maximum Dry Density (MDD). The density and compaction depth will be prescribed by the Engineer.

When additional material has to be imported to obtain the required level and layer thickness, and when the thickness of the layer of imported material would be less than the specified layer thickness after compaction, the in situ material or existing pavement layers shall be scarified, the necessary imported material placed, and this combined material mixed and compacted to the full specified depth of the layer.

The imported material will be measured and paid for under item B34.06 and the in situ material will be measured and paid for under item B34.15

(g) Temporary stockpiling of material

The Contractor shall plan his activities so that materials excavated from borrow areas and cuttings or imported from commercial sources can be directly transported to and placed at the designated areas where it is to be utilized or spoiled.

The temporary stockpiling of material will not be paid for separately unless instructed by the Engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work in which the material is to be used.

This sub-clause does not apply to the excavation and temporary stockpiling of existing pavement layers as instructed by the Engineer, as these will be measured and paid for separately.

(h) Storing recovered pavement material

Excavated pavement material intended for re-use but which cannot be reprocessed in place or cannot, in the opinion of the Engineer, be placed in a windrow next to the excavation, nor directly placed in position anywhere else, shall be transported to approved stockpile or dumping sites with written permission from the Engineer.

Stockpile sites for material to be re-used shall be located as approved by the Engineer.

The stockpile site shall be prepared and rehabilitated in accordance with clause B3203 and the Construction EMP.”

B3407 MEASUREMENT AND PAYMENT

Add the following items:

Item	Unit
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B34.14 Extra over item B34.15 for pre-milling to depth of:

(a) 180 mm cubic metre (m³)

The unit of measurement shall be the cubic metre of pavement layers processed, dried-out, shaped and re-compacted as specified. The tendered rate shall include full compensation for the milling of existing pavement layers, spreading and final blading of the material and compacting the material to the specified density.

Item	Unit
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B34.15 Cold insitu recycled granular base and surfacing (modified/stabilised):

(a) compacted to 100% of mod. AASHTO density to a depth of cut of:

i) 180 mm deep cubic metre (m³)

The unit of measurement shall be the cubic metre of pavement recycled to the depth of cut specified by the Engineer. The tendered rate shall include full compensation for setting out the works, breaking up the existing pavement structure to the specified depth, breaking down and mixing the material with the stabilising agents, mixed with water to obtain a uniform consistency, placing and compacting the material to the required density, as well as the curing, protection and maintenance of the layer, conducting process control tests, and protecting the adjacent pavement and its repair, should it be damaged.

The tendered rate shall also include full compensation for the cleaning of the surface and the referencing of lane and control survey markings as specified. Where ordered by the Engineer, the recycling of pavement layers to depths other than specified, payment will be made on a pro-rata basis between the tendered rates for nominal depths scheduled.

Measurement and payment of the bituminous and chemical stabilising agents shall be made under the relevant pay items 35.08 and 35.09.

Item	Unit
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B34.16 Extra over item B34.15 for removing and stockpiling excess bulked material for re-use cubic metre (m³)

The unit of measurement shall be the cubic metre of surplus material removed. The volume shall be determined as prescribed by the Engineer and shall be the loose volume in stockpiles or its equivalent measured in hauling vehicles. Accurate load and haul sheets shall be kept on site and submitted to the Engineer. The tendered rate shall include full compensation (including any delays or disruptions caused by the removal of surplus material to the recycling process) for loading and transporting the surplus material to a designated spoil or stockpile site with a free-haul distance of 1 km applying.

Item	Unit
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B34.17 Slushing of recycled granular base using the following method:

b) Method 2 square metre (m²)

The unit of measurement shall be the square metre of recycled granular base slushed in accordance with the requirements of section B3408 of the Project Specification. The tendered rate shall include full compensation for providing all materials, plant, labour and any other incidentals required.

Add the following Clause:

“B3408 COLD INSITU RECYCLING

The stabilising additive shall be one or more of the following agents specified on the drawings, in the schedule of rates or ordered by the Engineer and shall comply with the appropriate SABS / SANS specification.

i) Road lime

ii) Portland Cement (CEM II 32,5)

Water used for diluting emulsions shall be clean and free from any salts that will cause the emulsion to break during dilution, and shall be tested for compatibility with the prescribed stabilising agent.

(a) Composition of recycled mixes

The recycled granular base mix shall consist of existing bituminous material, granular material from existing pavement layers, extra material where required, bituminous stabilising additives.

The final composition of the mix shall be determined by the Engineer and any adjustments to the mix constituents that may be required during construction shall be authorised by the Engineer. The Engineer reserves the right to adjust the composition of the mix at any time should he/she deem it necessary. The Contractor shall obtain the final mix proportions from the Engineer before any materials are ordered.

The following formulas shall be used to calculate the quantities of emulsion and cement required in the recycling process:

Emulsion (litres) = [(Max. dry density x volume) / 100] x % emulsion specified

Cement (kg) = [(Max. dry density x volume) / 100] x % cement specified

The Engineer shall issue the Contractor with the values for maximum dry density of the recycled material.

(b) Plant and equipment

Only approved cold insitu recycling equipment may be used. The plant shall be so equipped that it will be able to recycle pavement layers to depths up to at least 200 mm in one operation. The plant shall be so equipped that the bituminous stabiliser, stabilising additive and water can be added uniformly in a calibrated and controlled manner directly to the material being recycled. Width reduction must be possible on the application nozzles when overlap recycling is done. The recycling depth shall be controlled by approved means.

The direction and speed of the recycling machine and the speed of rotation of the scarifying drum shall be adjustable so as to obtain the required grading and sufficient mixing of all the components of the

recycled material. The machine shall be capable of making a neat vertical cut at the outer edges when recycling the layer.

Where a recycling machine is to be used to process the existing pavement layers the following requirements must be met:

- The machine must be capable of recycling to the required depth in a single pass. Two-stage recycling will not be acceptable.
- The machine is to be equipped with an automatic on-board spraying system that can accurately apply a metered quantity of water over the full width of the milling drum.
- The machine must be capable of mixing the materials in the different horizons within the upper 180 mm to a homogeneous material.
- Electronic sensors shall be fitted to maintain the recycling depth within a tolerance of ± 5 mm.
- The speed of rotation of the recycling drum and the forward speed of the machine shall be adjustable so as to obtain a grading of the recycled material that is of maximum size 26.5 mm.
- The outer edges of cut shall be vertical and neat, and the floor of cut shall be neat and clean, and to the lines required by the design.
- The bituminous stabilising agent shall be applied through an on-board dispensing system. The chemical stabilising agent may either be applied through an on-board automatic dispensing system, or be spread ahead of the machine on the existing road surface. The width of application shall be of the same as the cut-width of the recycling machine.
- The recycling machine shall be used to simultaneously mix the full layer thickness whilst water is injected so as to produce a uniform product.
- The mixed material is to be placed and compacted to the required density within the required construction tolerances and moisture content constraints.

(c) Setting out and control of the work

The Contractor shall establish his own reference and level beacons for setting out and control of the works.

The Contractor shall indicate his own reference and control beacons to the Engineer at least one week before the rehabilitation work is programmed to commence. The Engineer will take control measurements to determine the accuracy and adequacy of the reference/control beacons, and may instruct the Contractor to correct any faulty work and to take and provide such additional measurements and details as may be

deemed necessary by him. This survey work will not be measured and paid for directly and compensation for any work involved in staking or setting out will be deemed to be covered by the rates tendered and paid for the various items of work included in this contract.

No payment will be made for any inconvenience or delay caused by compliance with these requirements.

(d) Construction

(i) Removal of grass and weeds

Prior to commencing in-place recycling, all grass, weeds, etc, encroaching into or onto the road surface or growing between the edge of the existing surfacing and kerbs, channels, etc, shall be removed.

(ii) Preparing the pavement surface

Before cold insitu recycling may commence, the pavement surface shall be clean and free from soil or other deleterious material.

Extra material (if required) shall be spread to the thickness and width as specified. The area to be recycled shall be properly demarcated. No payment will be made for cold, insitu recycling beyond the required width.

In situ moisture

The Contractor shall determine the insitu moisture content of the granular basecourse at least 48 hours before recycling commences. The Contractor must satisfy himself/herself that the insitu moisture of the material prior to recycling is at a level, which will result in achieving the required compaction using available compaction techniques and equipment. Provision is made in the schedule of rates (pay item B34.14) for ripping the pavement layer (to a depth specified by the Engineer), leaving the material to dry for a period of 24 hours and shaping and re-compacting the material should this become necessary. The final decision to let the material dry out shall lie with the Engineer.

(iii) Construction in confined areas

It may be necessary for the Contractor to work within confined areas. The method of construction in these confined areas will depend largely on the Contractor's constructional plant. However, the Contractor shall note that measurement and payment will be in accordance with the specifications and drawings irrespective of the method used, and that the rates and amounts tendered shall be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in

working in confined areas and narrow widths, and at or around obstruction, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

In general, where the cold insitu recycling process is to be carried out at existing structures or alongside kerbs and channels and/or median barriers, no separate payment will be made for working in close proximity to these elements and the Contractor shall include for having to work close up to the elements in his tendered rates for the cold insitu recycling process.

(iv) Spreading of extra material on a layer prior to recycling

Where the existing pavement layer or surfacing level is too low and where specified or instructed by the Engineer, suitable pavement material shall be added to the layer to make up the shortfall prior to recycling the layer. Suitable pavement material for addition to make up a layer shortfall shall consist of new aggregate or granular base material as specified or directed by the Engineer.

The extra pavement material shall be spread uniformly over the full area of the of the underlying shortfall layer by means of an approved type of mechanical spreader to such thickness as will comply with the required levels after the final compaction. Segregation of the materials shall be avoided and the additional material shall be placed free from pockets of coarse and fine materials. Extra material shall only be spread on the section to be recycled and only immediately prior to the recycling operation.

(v) Cold in situ recycling

The existing pavement material shall be broken down to the specified depth and processed in place.

The recycled material, extra material, bituminous stabilising agent, additives and water shall be thoroughly mixed by the recycling mixing process with plant as specified in clause B3408 (b).

The bituminous stabilising agent, additives and water shall be measured by mass and quantities calculated in accordance with the formulas given in Section B3408 (a) and shall be introduced continuously in a controlled manner which is proportional to the rate of advance as to ensure the correct quantity of each material is added to the full width of section being recycled.

It is specific requirement of this contract that the emulsion tanker supplying the emulsion be equipped with an approved measuring device (i.e. 'Dip stick') so as to enable the site staff to take control 'dips' at intervals specified by the Engineer. The recycling operation will be cancelled/interrupted unless this requirement is met.

The method of introducing the various materials comprising the final mix shall be subject to the Engineer's approval. Care shall be taken to prevent excessive loss of moisture between the time when the materials are mixed and when they are compacted on the road.

Broken down existing bituminous material shall have a maximum size of 60 mm. 'Chunks' not complying with this requirement shall be manually removed from the recycled base, prior to compaction.

(vi) Spreading

The recycled mix shall be spread and levelled by motor grader to the required width and to such thickness as will comply with the level requirements after final compaction. Segregation of the materials shall be avoided and the layers shall be free of pockets of coarse or fine materials.

(vii) Compaction

The maximum dry densities and optimum moisture contents issued by the Engineer are to be used purely as a guide and it shall be the responsibility of the Contractor to determine the maximum dry density and optimum moisture content of the recycled material for purposes of quality control (i.e. compaction control). The Contractor may select any suitable compaction technique to achieve the required compaction, subject to the following conditions:

The initial compaction shall be carried out with plant which achieves a stability for subsequent compaction without causing undue displacement of the material or deformation of the layers. The rolling pattern shall be so designed as to retain the shape of the layers as far as possible.

The types and number of compaction equipment to be used and the amount of rolling to be done shall be such as to ensure that specified densities are obtained without damage being done to lower layers or structures. During compaction the layer shall be maintained to the required shape and cross-section, and all holes, ruts and laminations shall be removed.

Compaction equipment shall be adequate for obtaining the specified density within the specified time limits.

The compaction equipment and techniques shall be capable of producing the specified surface finish and density without any interruption.

Not more than one hour (1) shall elapse between the time of starting the mixing process and that of starting to compact the material.

From the time when the stabilising agent, additives, aggregate and water are added together and mixed, not more than three hours (3) shall elapse until the compaction has been finally completed.

During compaction of the stabilised layers, the Contractor shall lightly harrow or scarify the crust before final rolling, if so required by the Engineer, in order to prevent the formation of laminations near the surface of the layers.

(viii) Slushing

Method 1

Immediately after completion of the compaction described in subsection (h), the road surface shall be watered, rolled and slushed by means of the heaviest available pneumatic-tyred roller (normally 28 tonnes) followed by a 10 to 12 tonne steel-wheeled roller (no vibration) to finish the surface and to remove marks left by the pneumatic-tyred roller. Should the material be wetter than fluid optimum, care should be taken to prevent excessive deformation of the surface by too much rolling. The final surface should be smooth, tightly knit and free of undulations, corrugations, holes, bumps or loose material.

Method 2

Immediately after completion of the compaction described in subsection (h), an invert bitumen emulsion complying with SABS 1260 diluted 1:1 with water, shall be applied to the road surface using a water truck (0,5 litres/m² application rate), and shall be rolled and slushed by means of steel-wheeled rollers with a

mass of not less than 12 tons each, and/or with pneumatic rollers. The final surface should be smooth, tightly knit and free of undulations, corrugations, holes, bumps or loose material.

(ix) Blading

Blading of cold insitu recycled granular bases shall be carried out when instructed by the Engineer. Blading shall be done to remove surplus material to such widths and depths as may be instructed by the Engineer and shall be disposed of as prescribed. Blading or skimming off of surplus material shall be defined as being effectively removed by means of road graders.

Blading shall be carried out when the recycled granular base is at the correct moisture content. The Contractor shall determine the moisture content at which the material is to be bladed to facilitate the proper blading of the surface.

The bladed surface shall be finished to level in keeping with the designed profile for the existing road to shed water from the road. On the high and low side of super elevated section the surface shall be bladed to the specified design crossfall for the existing road.

No undercutting or small windrows which will prevent water flowing freely off the road surface or into culvert inlets shall be left. Any drains blocked off shall be opened and spillage into the culvert inlets and outlets timeously removed.

Any surplus material resulting from the blading work shall be removed from the site and disposed of or stockpiled at an approved site as ordered by the Engineer and shall remain the property of the Employer.

Should the Employer decide not to use the surplus material, the Contractor shall then spoil the material at an approved spoil site.

(x) Checking moisture content prior to surfacing

The placing of asphalt will not be allowed if:

- i) free water is present on the working surface; or
- ii) the moisture content on the upper 50 mm of the recycled base exceeds 50% of the optimum moisture content.

(e) Weather limitations

No insitu recycling shall be commenced if the threat of rain is present.

(f) Construction tolerances and finish requirements

(i) Construction tolerances

The applicable construction tolerances are the relevant tolerances indicated in Clause 3405.

Unless otherwise specified, the recycled base shall be constructed to the existing levels, cross-section profile and crossfall to allow a surfacing layer of nominal specified thickness to be placed on the completed recycled granular base.

(ii) Bituminous stabilising agents

The average rate of application of bituminous stabilising agent as measured at operating temperature in the recycling plant and distributor shall be within 10% (if specified rate of application < 2,0% net bitumen)

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or 5% (if specified rate of application $\geq 2,0\%$ net bitumen) of the specified rate of application and these shall constitute the acceptance limits as described in Clause 8300 of the Standard Specification.

(iii) Testing

The Contractor shall give the Engineer at least 24 hours notice of his intention to recycle so that the actual process can be controlled by the Engineer. Unless otherwise agreed in advance the Contractor shall only recycle when the Engineer or his representative is present.

(g) Trial sections

Where ordered by the Engineer, the Contractor shall execute trial cold insitu recycling on the various materials to be reprocessed. During the trial work, the Contractor will be expected to vary the direction and the forward speed of the machine, and also the reprocessing depth, in order to obtain compliance with the level tolerances and surface texture and for traffic safety requirements. Trial sections shall be carried out at sites indicated by the Engineer.

SECTION B3500: STABILISATION**B3502 MATERIALS****(a) Chemical stabilizing agents**

Add the following:

"The Engineer will specify to the Contractor the percentage and blend ratio of the specified stabilizing agents after tests on the Site during construction."

- (i) Road lime

Add the following:

"Road lime shall be calcium type lime."

Delete sub-clauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement and replace with the following:

"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32.5 shall not be permitted. On this contract a blend of CEM II 32.5 N cement and Granulated Blast Furnace Slag shall be used for stabilization purposes."

B3503 CHEMICAL STABILIZATION**(b) Applying the stabilizing agent**

Add the following to this subclause:

"The minimum rate of application shall be 1.0% and the nominal rate is 1.5% by mass per mass of the specified stabilizing agent. The Engineer may order an increased rate of application. The spreading of stabilizing agent shall be done by placing sacks along the road and spreading by hand using rubber squeegees. Sacks which have become damaged or wet shall not be used and such sacks shall be replaced at the Contractor's cost."

(d) Mixing in the stabilizing agent

Add the following:

"After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the Engineer.

The fact that the Engineer has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the Specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

(e) Watering

The Contractor's attention is drawn to the provisions of the third paragraph of this standard Clause, especially the second sentence, which states:

"The moisture content of the material during compaction shall never exceed 80% of the saturated moisture content of the natural material without stabilising agent..."

This requirement will be rigorously enforced on site to reduce the occurrence and magnitude of shrinkage cracks.

(h) Curing the stabilized work

Amend the first paragraph of this subclause to read:

"The stabilized layer shall be protected against rapid drying out. Curing method (i) shall be used until method (iii) is implemented. Method (iv) shall be implemented within seven days of the completion of the underlying layer and payment made in terms of item 41.01."

Add the following to the second paragraph of this subclause:

"Only methods (i) and (iv) for curing and protection of the layer shall be used."

Delete "(ii), (iii), or (v)" from the second sentence of subclause (i).

(i) Construction limitations

In Table 3503/1, delete "8 hours for ordinary Portland cements and cement blends" and replace with "6 hours".

Add the following:

"No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7 °C or during rising temperatures when the ambient air temperature is below 3 °C.

Moisture content tests shall not be undertaken more than one day in advance of in-situ stabilization operations. Care shall be taken to ensure that samples are representative of the in-situ material. Checks shall be conducted when wet weather occurs between initial testing and work commencing on any section.

The vehicles required to cover the underlying layer according to curing method (iv) will be permitted onto the layer 72 hours after the last work on the underlying layer was completed.

The Contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered."

Add the following sub-clauses:

"(j) General

The Contractor shall at all times supply all workers exposed to chemical stabilizing or modifying agents with approved protective apparel, eyewear and masks, and no person without such apparel, eyewear and masks may be permitted to work with or be exposed to the chemical agents. Precautionary measures shall also be taken to ensure that any livestock and the public will not be exposed to the chemical agents blown by the wind or under similar circumstances.

(k) Stabilization agent application rate

At least ten weeks before the programmed start of stabilization the Contractor shall submit samples of proposed in situ and commercial base material and stabilization agent for the Engineer's approval and strength design testing. Based on the testing the Engineer will determine an application rate for the stabilization."

B3506 TOLERANCES

(b) Uniformity of mix (chemical stabilization)

Add the following to this subclause:

"Sub subclause (i) shall be applicable to this Contract."

Add the following:

"The coefficient of variation shall not exceed 0.3 (30%) for mixing in place and 0.2 (20%) for plant-mixed material and shall be calculated as follows:

$$\frac{S_n}{x_n} \times 100$$

x_n

Where: x_n is the average

S_n is the standard deviation of stabilizer content per lot."

B3507 CONSTRUCTION OF TRIAL SECTION

Add the following to the first paragraph:

"The Engineer may instruct the Contractor to construct the trial section as part of the permanent layer works in lower layers of the pavement structure."

Add the following to the last paragraph:

"The fact that the Engineer has approved the mixing process shall not relieve the Contractor of his obligations in respect of the mixing specified elsewhere in the Specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following after the second paragraph:

"The test results and measurements will be judged in accordance with the provisions of Section 8300."

Add the following to the fourth paragraph:

"The stabilized material sampled from the layer for the compaction of modified AASHTO briquettes, shall be prepared according to TMH1 Method A16T; i.e. discard material coarser than a 37.5 mm test sieve, and compacted according to TMH1 Method A7."

Add the following:

" The Engineer shall be notified at least 48 hours in advance of any planned stabilization to enable him to conduct tests himself.

Stabilization strength shall be determined by incorporating the Rapid Cure Method as described in SANS 3001-GR53 (Replacing TMH1 Method A13T).

Where the stabilizing agent is to be spread by hand, pockets of the stabilizing agent shall be placed on the layer at regular intervals. However, spreading shall only commence when the Engineer is satisfied that the correct quantity of stabilizing agent has been placed on the layer and has given permission that the stabilizing agent may be spread."

B3510 MEASUREMENT AND PAYMENT

Replace the first paragraph with the following:

"No additional or extra over payment shall be made for stabilization work in restricted or confined areas."

Item

B35.01 Chemical stabilization extra over unstabilized compacted layers

Replace the first paragraph with the following:

"The unit of measurement shall be the cubic metre of stabilized material, the quantity of which shall be determined in accordance with the final in-situ authorised dimensions of the layers treated as instructed by the Engineer. Additional material preshaped to allow for finishing by cutting only will not be included in the measurement."

Add the following to the payment paragraph:

"The tendered rate shall also include full compensation for working in restricted areas on top of and alongside culverts where necessary."

Item

B35.02 Chemical stabilizing agent

Replace the third paragraph with the following:

"Subject to the provisions of clause 1220, the quantity of stabilizer will be determined in accordance with the authorised rate of application and layer dimensions. Extra stabilizer added for wastage and higher preshaping levels will not be included in the quantity."

SECTION 5600: ROAD SIGNS**B5601 Scope**

REPLACE "South African Road Traffic Signs Manual "IN THE SECOND PARAGRAPH WITH "SADC Road Traffic Signs Manual"

B5602 MATERIALS**(a) Structural steel**

Replace the second paragraph with the following:

"All structural steel, including tubes, shall be galvanized in accordance with the requirements of SANS 121, thickness > 6 mm, as applicable."

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

"Channels, square tubes, angle irons and other steel members on the reverse side of the sign boards and steel tubes for sign supports shall be painted in accordance with the following specifications: SANS 926 for a two-pack zinc-rich epoxy primer, SANS 681 for the undercoat and SABS 1413 for a chloro-rubber finishing coat."

(g) Retro-reflective material

IN THE FIRST SENTENCE REPLACE SABS 1519"WITH SANS 1519-1"AND DELETE "and the adhesion requirements of CRS 191".

Replace the third last paragraph with the following:

"The Contractor shall provide proof that Classes I and III of the retro-reflective commercial products to be used have been generally and successfully used in South Africa during the last three years.

Classes I and III retro-reflective materials shall be warranted against any abnormalities as described in SANS 1519-1 for 7 and 10 years respectively."

Add the following after the second last paragraph:

"Should a contractor manufacture signs without the necessary approval it shall be deemed that the Contractor unconditionally guarantees the sign for the full period of seven years. Should failure of the sign due to suspected incompatibility of materials (in the opinion of the Engineer) occur within seven years, the Contractor shall remanufacture the sign and re-erect the sign at no cost to the Employer."

Add the following to the last paragraph:

"Reflective sheeting shall be applied to sign faces strictly in accordance with the retro-reflective material manufacturer's specifications. Legend and background materials shall be supplied by the same manufacturer. Every batch of material used for signs on the Contract shall be identified by a batch number. A certificate of all materials' compliance with SANS 1519-1 shall be submitted to the Engineer within 3 months of the material being used. An outdoor weathering test will not be required."

Add the following:

"Retro-reflective materials shall comply with the requirements of SANS 1519-1 but the requirements of Clauses 3 and 4 of CKS 191 shall take precedence.

When measured in accordance with SANS 1519, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table 1 of SANS 1519-1 (duplicated as Table B8118/1 in these Specifications).

The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the Engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the Engineer, the retro-reflective material does not comply with the above requirements, the Contractor shall replace the defective material at his own cost, to the satisfaction of the Engineer."

(k) Back vinyl

IN THE SECOND SENTENCE REPLACE "SABS 1519" WITH "SANS 1519-1" AND DELETE THE REST OF THE SENTENCE.

Add the following subclauses:

"(l) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or 0,5 mm thick black plastic or other approved material to obscure destinations that are temporarily inapplicable or irrelevant.

The covers shall be neatly applied and firmly fixed in position so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic."

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

Add the following to the first paragraph:

"The Contractor shall submit a schedule detailing the suppliers and trade names for the main constituent components in the manufacturing process.

The Contractor shall also submit documentation from the manufacturer or the South African agents or distributors of the retro-reflective sheeting that will be used in the manufacturing of the road sign boards, attesting to the fact that the road signs manufacturer conforms with the storage, handling and application procedure recommended by the reflective sheeting material manufacturer."

Insert the following after the third paragraph:

"The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the Engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the Engineer, the retro-reflective material does not comply with the above requirements, the Contractor shall replace the defective material at his own cost, to the satisfaction of the Engineer.

The Contractor shall make every effort to ensure that sign boards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Engineer with a 100 mm x 150 mm 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."

B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

"(e) Application of retro-reflective material

All sign faces shall be faced with 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 sections 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

(b)Excavation and backfilling

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

"A 300 mm thick gravel drainage layer shall be placed at the bottom of the excavations and shall be compacted before the excavations are backfilled.

The dimensions of the excavation for the drainage layers shall be over and above that for the footings as shown on the Drawings."

(c)Erection

Add the following paragraphs:

"After erection the sign board shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.

On completion of signs on the road section, the Contractor shall clear an area immediately around the sign. The area shall be 10 m wide at the side closest to the road and 5 m wide at the side farthest from the road. The area so cleared shall be treated with an approved chemical growth-retarder in accordance with the supplier's application instructions.

No separate payment shall be made for the clearance, or the procurement and application of the growth retarder."

Add the following clauses:

"B5610 DISMANTLING AND REMOVING ROAD SIGNS AND THEIR SUPPORTS

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).

When instructed by the Engineer, concrete footings of existing signs shall be demolished and removed to a depth of 200 mm below the adjacent ground level.

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.

B5609 MEASUREMENT AND PAYMENT

Add the following items:

"Item	Unit
B56.10	Statutory road signs number

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings or as directed by the Engineer.

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 or as directed by the Engineer.

Item	Unit
B56.11	Dismantling and disposal of road signs:
(a)	Hazard marker signs number
(b)	Single post signs (other R and W signs) number
(c)	Multiple post ground-mounted signs number

The unit of measurement is the number of signs removed.

The tendered rate shall include full compensation for dismantling the sign boards, removing the supports and foundations of ground-mounted signs, disposing of the material and clearing the removal site. It shall also include for all labour, plant, supervision and all other incidentals.

5700 : ROAD MARKINGS

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

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

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.”

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**B5902 FINISHING THE ROAD AND ROAD RESERVE**

Add the following to the first paragraph:

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

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

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

SECTION 8100: TESTING MATERIAL AND WORKMANSHIP**B8102 TESTING METHODS**

Insert the following as a new first paragraph:

"Where reference is made to TMH test methods in this specification or the standard specifications, it shall be replaced with the relevant current published SANS test method."

B8103 THE COSTS OF TESTING**(a) Process Control**

RENAME THE HEADING AS "Materials Quality Control" AND REPLACE THE CONTENTS WITH THE FOLLOWING:

"Testing shall be undertaken by a combined laboratory facility for process control (where the process control testing can be utilised as acceptance control), acceptance control and correlation testing subject to the following requirements laid down by the Employer:

- (i) The Contractor accepts the test results of the combined laboratory. Should there be any doubts with regard to certain test results, this will be settled by an independent laboratory mutually agreed upon. The cost in such cases will be to the account of the party at fault. The Contractor shall apply in writing, quoting this clause, as to which specific tests are in doubt, providing test reference numbers and details as to the reasons why the test result is in doubt.
- (ii) The Contractor accepts that the Engineer will be in charge of the combined laboratory.
- (iii) The Contractor will be allowed to place a permanent representative in the combined laboratory to observe the laboratory operations. The cost of such representation cannot be claimed as a payment contribution towards payment item B81.04, but will be for the account of the Contractor. The Contractor shall indicate in writing within 14 days of the commencement date if such representation will be required or declined.

The estimated cost per month to establish and operate the combined laboratory for the contract period as listed above, allows for the following items:

- (i) Establishment of laboratory buildings
- (ii) Salaries and labour for all laboratory staff members
- (iii) Housing for all laboratory staff members
- (iv) Transport requirements (based on distance) for staff and material testing
- (v) Provision of laboratory equipment (as required for the contract)

A pay item for the monthly contribution from the Contractor's interim payment certificates has been provided under payment item B81.04."

B8105 TESTING THE AGGREGATES

Add the following subclauses:

"(g) Ethylene Glycol Weathering Test for durability of aggregates used in seals

- (i) Select 100 number single sized chippings from a representative sample retained on the 14 mm sieve but passing the 20 mm sieve. The selected aggregate chippings shall be oven dried for 12 hours and the mass of the chippings shall then be determined to the nearest 0,001 kg. The chippings shall then be immersed in ethylene glycol contained in a glass container for 28 days. After 28 days the chippings shall be removed from the ethylene glycol and oven dried for 12 hours. All friable and loose pieces shall then forcibly be removed by fingers from the chippings. The mass of the chippings shall then be determined and the percentage weathering loss shall be calculated from the results.
- (ii) Acceptance Criteria

Only aggregate that shows a breakdown after 26 days in ethylene glycol of less than 2% shall be used in seals or in asphalt.

(h) Ethylene Glycol Weathering Test for durability of aggregates used in concrete

- (i) A 2 kg sample of single sized (20 mm) stone is washed, air dried and then soaked in ethylene glycol for six days.
- (ii) On the sixth day the sample is removed from the ethylene glycol, washed thoroughly with tap water and oven dried overnight.
- (iii) A conventional dry sieve analysis is carried out on day 7. The sample is re-submerged in ethylene glycol and the above 7-day cycle is repeated.
- (iv) On day 14, following the dry sieve analysis, the sample is again submerged in ethylene glycol and allowed to stand for a further thirteen days.
- (v) After thirteen days the sample is removed from the ethylene glycol, washed and oven dried overnight.
- (vi) On day 28 the final sieve analysis is carried out.

Photographs of the rock samples are to be taken after each of the above cycles.

Acceptance Criteria

Only aggregate that shows a breakdown of the initial sizes of less than 20% by weight after the 28 days testing in ethylene glycol shall be used as coarse aggregate in concrete."

B8109 TESTING TAR, BITUMEN AND ASPHALT**(a) Tests described in the standard specifications for tars, bitumen's and bituminous emulsions**

Add the following:

"The Contractor shall submit all relevant test results of the tests stated above to the Engineer for approval, prior to any bituminous surfacing being applied to any section of road.

The Contractor shall supply a delivery sheet, as well as a bitumen sample (this sample of one litre minimum must be contained in a galvanised tin and properly cross-referenced) for every single batch of tar or bituminous product that is delivered to the site and shall issue the same to the Engineer.

The delivery sheet must state the product delivered to site, the name and address of the manufacturer as well as the compliance of the product to all relevant SANS specifications.

Only after the Engineer has received the relevant information and approved it may the Contractor commence with the bituminous surfacing."

Add the following clauses:

"B8118 TESTS ON RETRO-REFLECTIVE MATERIAL FOR USE ON ROAD SIGNS

On site testing of the retro-reflective properties of road signs shall be done with a field retro-reflectometer measuring at an entrance angle of 5,0° and an observation angle of 0,33°. The coefficient of retro-reflection so determined shall not be less than the relevant values given in Table B8118/1 below. The coefficients of retro-reflection are expressed in candelas per lux per square metre (cd/(lux/m²)).

TABLE B8118/1: CO-EFFICIENTS OF RETRO-REFLECTION

1	2	3	4	5	6	7	8	9	10	11
Class	Observation angle (degrees)	Entrance angle (degrees)	Coefficient of retro-reflection for different colours of material when measured with Standard Illuminant A* (cd/(lux/m ²)) minimum							
			Red	Orange	Yellow	Green	Blue	Purple	White	Brown
I	0,33	5	10	20	35	7	3	2	50	3
II	0,33	5	20	40	70	14	6	4	100	6
III	0,33	5	30	60	105	21	9	6	150	9

*See CIE Publication 15(E-1.3.1)

B8119 TEST PROCEDURE TO DETERMINE THE WET-DRY DURABILITY TEST FOR CEMENT-TREATED MATERIALS USING THE HAND BRUSHING METHOD

(a) Scope

This method covers the procedure for determining the soil-cement losses obtained by repeated wetting, drying and hand brushing of hardened soil-cement specimens (see note B8119(e)(iii)).

(b) Apparatus

- (i) A moisture curing room capable of maintaining a relative humidity of 95% to 100% and a temperature of 22 °C to 25 °C, or suitable plastic bags capable of holding specimens and carriers in an airtight condition in a water bath as described in B8119(b)(ii) below.
- (ii) A suitable water bath with thermostatic control capable of maintaining a temperature of 22 °C to 25 °C.
- (iii) A balance to weigh up to 10 kg, accurate to 0,5 g.
- (iv) A drying oven capable of maintaining temperatures of 71 ± 3 °C and 110 ± 5 °C.
- (v) A wire scratch brush made of 50 mm by 1,6 mm flat 26 gauge wire bristles assembled in 50 groups of 10 bristles and mounted to form five longitudinal rows and 10 transverse rows on a 200 by 65 mm wooden block.

(c) Method

(i) Preparation of specimens

Prepare specimens in accordance with the procedure described in the Appendix to method A 19 in the TMH1 with the following exceptions:

Use the material passing the 37,5 mm sieve and discard the material remaining on the sieve.

Use the apparatus and compaction method as described in SANS 3001-GR30 (Replacing TMH1 Method A7) (Modified AASHTO).

(ii) Curing of specimens

Cure the specimens for seven days at a relative humidity of 95% to 100% and a temperature of 22 °C to 25 °C in a suitable curing room or in plastic bags and a suitable water bath. Alternatively, the specimens may be rapid cured (see note B8119(e)(v)).

(iii) Wetting, drying and brushing

After curing, remove the specimens from the curing room or plastic bags, allow to cool if necessary, and submerge them in water at room temperature for a period of five hours.

Remove the specimens from the water and place them in an oven at 71 °C for 42 hours.

Remove the specimens from the oven. Give each specimen two firm strokes on all areas with the wire scratch brush. The brush must be held parallel to the long axis of the specimen or parallel to the ends as required to cover all areas of the specimen. Apply these strokes to the full height and width of each specimen with a firm stroke corresponding to approximately 13,5 kN force (see note B8119(e)(iv)).

The procedure described so far constitutes one cycle (48 hours) of the wet-dry durability test. After brushing the specimens are again submerged in water the procedure repeated for a total of 12 cycles (see note B8119 (e)(ii)).

(iv) Determination of soil-cement losses

After 12 cycles, dry the specimens to constant mass at 110 °C and determine the oven-dry mass of the specimens. The data collected will permit the calculation of the soil-cement losses of the specimens after the prescribed 12-cycle test.

(d) Calculations

(i) Calculate the soil-cement loss of the specimens as a percentage of the original oven-dry mass of the specimens as follows:

$$L = \frac{W - M}{W} \times 10$$

Where:

L = soil-cement loss (%)

W = original calculated oven-dry mass (g) (calculated according to paragraph 3.5 in the Appendix to Method A19 in the TMH 1)

N = final oven-dry mass (g).

(ii) The percentage loss shall be calculated and reported to the nearest 0,1 per cent. These results are normally required for designing a mix and are reported graphically against relevant cement content.

(e) Notes

(i) Mass determination of the specimens before and after brushing are usually made at the end of each cycle during research or special investigations.

(ii) If it is not possible to run the cycle continuously because of Sundays or holidays or for any other reason, the specimens should be held in the oven during the lay-over period.

(iii) The test was originally developed to determine the wet-dry durability of cement-treated material. It can, however, be used with equal success on material tested with other chemical stabilisers, for example lime, or mixes of lime and milled blast furnace slag, or cement and milled blast furnace slag.

(iv) The pressure is measured as follows:

Clamp a specimen in a vertical position on the edge of a platform scale and zero the scale. Apply vertical brushing strokes to the specimen and note the force necessary to register approximately 1,36 kg.

(v) Rapid curing:

Seal each specimen airtight in a suitable container or plastic bag. Carefully place the briquettes on suitable holders or in pans and place in the oven at the relevant temperature and period given below:

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Stabilizing Agent	Temp (°C)	Time (hours)
Cement	70 - 75	24 ± 0,5
PBFC	70 - 75	24 ± 0,5
Lime	60 ± 2	45 ± 1
Lime/FA	60 ± 2	45 ± 1
Lime/MBFS	60 ± 2	45 ± 1"

B8117 MEASUREMENT AND PAYMENT

Replace item 81.02 with the following:

"Item	Unit
B81.02	Other special tests requested by the Engineer:
(a)	Cost of testing Provisional Sum (Prov Sum)
(b)	Handling costs and profit in respect of subitem B81.02(a) above percentage (%)

The provisional sum provided to cover the cost of special tests as requested by the Engineer in terms of Clause 8115 shall be expended in accordance with the provisions of the General Conditions of Contract. Payment will not be made for any special test should the test indicate that the specifications have not been complied with.

The percentage tendered is a percentage of the amount spent under subitem B81.02(a), which shall include full compensation for the handling costs of the Contractor and the profit in connection with the tests requested by the Engineer.

The Contractor shall appoint a reputable company to perform the applicable tests with a field retro-reflectometer. This company is subject to the Engineer's approval and his approval must be obtained before any test results will be accepted."

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

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	REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME

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

1. Introduction

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

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Thabazimbi Local Municipality (TLM) 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.

2. Scope

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

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

3. General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

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

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

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

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

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

(ii) Review of Risk Assessments

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

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

(b) Legal Requirements

All Contractors entering into a Contract with the THABAZIMBI LOCAL MUNICIPALITY shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 19960 and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.

* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

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

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

Ref. Section/Regulation in OHSAct

Batch Plant Supervisor (Construction Regulation 6(1))

Construction Vehicles/Mobile Plant/Machinery Supervisor (Construction Regulation 21)

Demolition Supervisor (Construction Regulation 12)

Drivers/Operators of Construction Vehicles/Plant (Construction Regulation 21)

Electrical Installation and Appliances Inspector (Construction Regulation 22)

Emergency/Security/Fire Coordinator (Construction Regulation 27)

Excavation Supervisor (Construction Regulation 11)

Explosive Powered Tool Supervisor (Construction Regulation 19)

Fall Protection Supervisor (Construction Regulation 8)

First Aider (General Safety Regulation 3)

Fire Equipment Inspector (Construction Regulation 27)

Formwork & Support work Supervisor (Construction Regulation 10)

Hazardous Chemical Substances Supervisor (HCS Regulations)

Incident Investigator (General Admin Regulation 29)

Ladder Inspector (General Safety Regulation 13A)

Lifting Equipment Inspector (Construction Regulation 20)

Materials Hoist Inspector (Construction Regulation 17)

OH&S Committee (OHS Act Section 19)

OH&S Officer (Construction Regulation 6(6))

OH&S Representatives (OHS Act Section 17)

Person Responsible for Machinery (General Machinery Regulation 2)

Scaffolding Supervisor (Construction Regulation 14)

Stacking & Storage Supervisor (Construction Regulation 26)

Structures Supervisor (Construction Regulation 9)

Suspended Platform Supervisor (Construction Regulation 15)

Tunnelling Supervisor (Construction Regulation 13)

Vessels under Pressure Supervisor (Vessels under Pressure Regulations)

Working on/next to Water Supervisor (Construction Regulation 24)

Welding Supervisor (General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

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

The Principal Contractor must, furthermore, provide THABAZIMBI LOCAL MUNICIPALITY with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition, THABAZIMBI LOCAL MUNICIPALITY may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

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

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes

5.OH&S Reps Reports

6.Incident Reports & Investigations

7.Incident/Injury Statistics

8.Other Matters

9.Endorsement of Registers and other statutory documents by a representative of the Principal Contractor

10.Close/Next Meeting

(d)Administrative Controls and the Occupational Health & Safety File

(i)The OH&S File (Construction Regulation 5 (7))

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

*Notification of Construction Work (Construction Regulation 3.)

*Copy of OH&S Act (updated) (General Administrative Regulation 4.)

*Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))

*OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))

*Copies of OH&S Committee and other relevant Minutes

*Designs/drawings (Construction Regulation 5 (8))

*A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)

*Appointment/Designation forms as per (a)(i) & (ii) above.

*Registers as follows:

*Accident/Incident Register (Annexure 1 of the General Administrative Regulations)

*OH&S Representatives Inspection Register

*Asbestos Demolition & Stripping Register

*Batch Plant Inspections

*Construction Vehicles & Mobile Plant Inspections by Controller

*Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User

*Demolition Inspection Register

*Designer's Inspection of Structures Record

*Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)

*Excavations Inspection

*Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)

*Fall Protection Inspection Register

*First Aid Box Contents

- *Fire Equipment Inspection & Maintenance
- *Formwork & Support work Inspections
- *Hazardous Chemical Substances Record
- *Ladder Inspections
- *Lifting Equipment Register
- *Materials Hoist Inspection Register
- *Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- *Scaffolding Inspections
- *Stacking & Storage Inspection
- *Inspection of Structures
- *Inspection of Suspended Platforms
- *Inspection of Tunnelling Operations
- *Inspection of Vessels under Pressure
- *Welding Equipment Inspections
- *Inspection of Work conducted on or Near Water
- *All other applicable records

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

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Thabazimbi Local Municipality on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

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

(g) Training, Awareness and Competence

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

(i) General Induction Training

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

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

(ii) Site Specific Induction Training

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

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

(iii) Other Training

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

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

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

*General Induction (Section 8 of the Act)

*Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)

*Site/Project Manager

*Construction Supervisor

*OH&S Representatives (Section 18 (3) of the Act)

*Training of the Appointees indicated above

*Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)

*Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)

*Basic First Aid (General Safety Regulations 3)

*Storekeeping Methods & Safe Stacking (Construction Regulation 26)

*Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

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

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

(v)Competence

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

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

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

(h)Consultation, Communication and Liaison

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

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

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

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

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

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

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

(i)Checking, Reporting and Corrective Actions

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

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

(ii)Other Audits and Inspections by Thabazimbi Local Municipality:

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

(iii)Conducting an Audit

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

(iv) Contractor's Audits and Inspections

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

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

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

(vi) Recording and Review of Inspection Results

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

(vii) Reporting of Inspection Results

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

(j) Incident Reporting and Investigation

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

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

*dies

*becomes unconscious

*loses a limb or part of a limb

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

OR where:

*a major incident occurred

*the health or safety of any person was endangered

*where a dangerous substance was spilled

*the uncontrolled release of any substance under pressure took place

*machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects

*machinery ran out of control

to Thabazimbi Local Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Thabazimbi Local

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

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

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

Accident and Incident Investigation (General Administrative Regulation 9)

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

The results of the investigation to be entered into the Accident/Incident Register listed in above.

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

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

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

4. Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

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

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

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

(b) First Aid (General Safety Regulation 3)

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

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

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

(c)Security

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

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

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

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

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

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

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

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

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

5. Measurement and Payment

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

Item	Unit
<p>C1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act Construction Regulations</p>	<p>Lump Sum</p>

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

Item	Unit
<p>C1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act Construction Regulations</p>	<p>Month</p>

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

Item	Unit
<p>C1.3 Submission of the Health and Safety File</p>	<p>Lump Sum</p>

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.

6. 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 so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

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

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

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

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

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)**FORMULA**

No. of Compensation Claims X 200 000 /

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

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

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

Manhours Worked

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

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

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

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

2002/03CIFRSystem

T2.2 A ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

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

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*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.

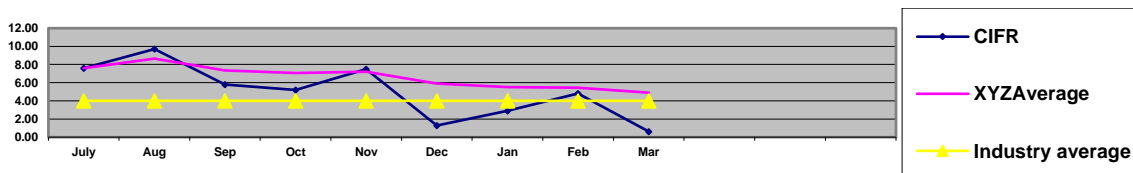
All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programmes available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

CIFR = Total No. of Claims against the Workmen’s Compensation Fund X 200 000

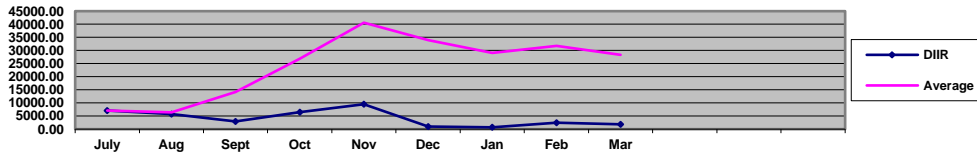
Manhours worked



2.2.

Disabling Injury Incidence Rate (DIIR)

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



2.3. Other Major Incidents

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

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. 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.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swaruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

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

3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

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

5. TRAINING

One hundred and forty-two employees, representing 7% of employees, attended nine training courses.

*Our objective is to train 5,5% of employees quarterly.

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

6. LEGAL ISSUES

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

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

T2.2 B ANNEXURE 3: LIST OF RISK ASSESSMENTS

*Clearing & Grubbing of the Area/Site

*Site Establishment including:

- Office/s
- Secure/safe storage for materials, plant & equipment
- Ablutions
- Sheltered eating area
- Maintenance workshop
- Vehicle access to the site

*Dealing with existing structures

*Location of existing services

*Installation and maintenance of temporary construction electrical supply, lighting and equipment

*Adjacent land uses/surrounding property exposures

*Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)

*Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.

*Exposure to noise

*Exposure to vibration

*Protection against dehydration and heat exhaustion

*Protection from wet & cold conditions

*Dealing with HIV/Aids and other diseases

*Use of Portable Electrical Equipment including

- Angle grinder
- Electrical drilling machine
- Skill saw

C1.3 * Excavations including

- Ground/soil conditions
- Trenching
- Shoring
- Drainage of trench

C1.4 * Welding including

- Arc Welding
- Gas welding
- Flame cutting
- Use of LP gas torches and appliances

*Loading & offloading of trucks

*Aggregate/sand and other materials delivery

*Manual and mechanical handling

*Lifting and lowering operations

*Driving & operation of construction vehicles and mobile plant including

- Trenching machine
- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant

*Use and storage of flammable liquids and other hazardous substances

*Layering and bedding

*Installation of pipes in trenches

*Pressure testing of pipelines

*Backfilling of trenches

*Protection against flooding

*Gabion work

*Use of explosives

*Protection from overhead power lines

*As discovered by the Principal Contractor's hazard identification exercise

*As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site

*As discovered from any accident/incident investigation.

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

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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 Thabazimbi Local Municipality in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.
Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C3.4.3.2.1. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C3.4.3.2.2. 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

T1.5

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

C3.4.3.2.3. 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.

C3.4.3.2.4. 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.

b) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.2.5. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Employer'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.

C3.4.3.2.6. 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.

C3.4.3.2.7. 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 weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

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.

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.

c) 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.

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.

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 rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and

- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v)Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i)Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.4.3.2.8. 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.

C3.4.3.2.9. 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

T2.1 R The following penalties shall apply for environmental violations:

T2.1 S**T2.1 T a)Unnecessary removal or damage to trees****T2.1 U**

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R10 000 per tree
- Greater than 6180mm girth : R30 000 per tree

T2.1 V**b)Serious violations:**

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments.: R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R1 000 to R5 000 per

incident

- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources : R 10 000 per incident

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 grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site. : R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife. : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas.: R 500 per incident

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.

C3.4.3.2.10. 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	<p>Penalty for unnecessary removal or damage to trees for the following diameter sizes</p> <p>(a) 2600mm girth or less number (No)</p> <p>(b) Greater than 2600mm, but less than 6180mm girth number (No)</p> <p>(c) Greater than 6180mm girth number (No)</p>

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.

Item	Unit
C100.03	Penalty for less serious violations
	<ul style="list-style-type: none"> • 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)

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.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply	Selection of site Preserve indigenous vegetation	Selection of site Preserve indigenous vegetation	Protection of indigenous vegetation Preserve topsoil	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Noise /lights Dust control	Preserve topsoil	Preserve topsoil		
2100 2400	- Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3400 3900	- Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

CONTENTS

C3.4.3.3.1	SCOPE
C3.4.3.3.2	GENERIC TRAINING
C3.4.3.3.3	ENTREPRENEURIAL SKILLS TRAINING
C3.4.3.3.4	MEASUREMENT AND PAYMENT

C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.4.3.3.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

	COURSE DESCRIPTION	ESTIMATED No. OF TRAINEES	ESTIMATED DURATION (DAYS)
1	ROAD SAFETY FOR CONSTRUCTION WORKERS	.....
2	FLAGMEN	.....
3	CONCRETE HANDLING, PLACING AND FINISHING	.....
4	GUARDRAILS	.....
5	BITUMINOUS ROAD SURFACING	.....

C3.4.3.3.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement; which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

Such details shall be entered on or attached to Form RDP 6 (E) included herein.

C3.4.3.3.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

C3.4.3.3.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

C3.4.3.3.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 10 (E))

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.4.3.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.3.6 The structured training will comprise out of the following as decided by the Employer:

COURSE DESCRIPTION	ESTIMATED DURATION (DAYS)
1. BASIC BUSINESS PRINCIPLES	To be determined
2. BASIC SUPERVISION	To be determined
3. RUNNING A BUSINESS	To be determined
4. LEGAL PRINCIPLES	To be determined
5. ACHIEVING STANDARDS	To be determined

C3.4.3.3.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form RDP 7 (E) of the forms to be completed by the tenderer.

C3.4.3.3.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

C3.4.3.3.3.9 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 11 (E)).

C3.4.3.3.4 MEASUREMENT AND PAYMENT

<u>ITEM</u>		<u>UNIT</u>
E12.05	Provision for accredited training	
(a)	Generic skills Provisional sum	
(b)	Entrepreneurial skills Provisional sum	
(c)	Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d)	Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first installment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final installment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

C3.4.3.4 PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

C3.4.3.4.1	SCOPE
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C3.4.3.4.10	THE SUBCONTRACTORS' WORKFORCES
C3.4.3.4.11	MEASUREMENT AND PAYMENT
C3.4.3.4.1	SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C3.4.3.4.2 INTERPRETATIONS

C3.4.3.4.2.1 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C3.4.3.4.2.1.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

(a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation

(b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

(c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

(d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like

(e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors

(f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

C3.4.3.4.2.1.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possibly make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part C3 may consist of the workers of various communities, and shall not be bound to one particular community.

C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

(a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer. An example of the forms to be used is illustrated in Part C5 of this document, (forms RDP 9 and 10 (E)).

(b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE

(a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part C3.4.3.3.

(b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part C3.4.3.3.

(c) The provision of structured training as described in Part C3.4.3.3. shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part C3.4.3.3, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES

C3.4.3.4.7.1 The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

C3.4.3.4.7.2 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

C3.4.3.4.7.3 The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

C3.4.3.4.7.4 The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, address, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) Period since last economically active
- (e) Preference for type of work or task.

C3.4.3.4.7.5 The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

(a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -

(i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or

(ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.

(b) Preference shall be given to the unemployed and single heads of households.

(c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.

(d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

C3.4.3.4.7.6 After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

C3.4.3.4.7.7 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C3.4.3.4.7.8 The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C3.4.3.4.8.1 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

C3.4.3.4.8.2 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration as specified in Form P : Appendix to Tender.

C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.4.3.4.9.1 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

C3.4.3.4.9.2 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C3.4.3.4.9.3 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C3.4.3.4.9.2 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C3.4.3.4.9.4 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C3.4.3.4.9.2 and C3.4.3.4.9.3, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES

C3.4.3.4.10.1 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C3.4.3.4.10.2 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C3.4.3.4.11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part C3.4.3.3. as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

PART C4: SITE INFORMATION

c4.1 site information C.139

c4.2 LOCALITY PLAN C.140

site information

- C4.1.1 Material site investigation: To be supplied to successful contractor or upon request
- C4.1.2 Pavement and layer works design: provided on construction drawings

LOCALITY PLAN

Attached in the Book of Drawings

PART C5: ANNEXURES

C5.1 PROFORMA DOCUMENTS C.142

C5.2 contract drawings **Error! Bookmark not defined.**

PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA	C.143
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT	C.145

C2.3 RETENTION MONEY GUARANTEE PROFORMA

EXAMPLE

THABAZIMBI LOCAL MUNICIPALITY FOR INFORMATION ONLY:

This Guarantee is not to be completed and signed by the Guarantor. A separate form will be issued to the successful Tenderer

Notes to Tenderer

1. This pro forma is for information only. The successful tenderer’s guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.

2. The tenderer’s guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

CONTRACT NO.

FOR

DESCRIPTION OF THE CONTRACT:

The guarantee is issued on behalf of

Registration No

(hereinafter referred to as “the Contractor”) in connection with the above-mentioned contract (hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

(full name of guarantor) registration number

undertake to pay you such amounts as you may from time-to-time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at or such other address as we shall in writing notify to you.

2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.

3. Our aggregate liability under this guarantee is limited to (R.....) and is restricted to payment of monies only.

4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.

5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at..... for and on behalf of.....

on this the..... day of in the year

GUARANTOR:

AS WITNESS:

1.

2.

NAME(Print):

NAME(Print):

ADDRESS

ADDRESS

C2.4 EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

- 1. Name of firm :
- Postal address :
- Telephone no. :Fax no
- Contact person :
- VAT registration no. :

- 2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....

- 3. Principal Business Activities
:

- 4. Service/work to be performed on this contract:
.....

- 5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No

- 6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RAN DS

Notes to tenderer:

Under column 1 state the assignment or contract (e.g. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (e.g. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,....., being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

Telephone no.

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.