

TENDER DOCUMENT



MOLEMOLE LOCAL MUNICIPALITY

TENDER SHALL HAVE THE CIDB CLASS GRADING 7CE or HIGHER

CONTRACT NO: TECH-003 – 2021/22

FOR

GA-PHAUDI UPGRADING OF 2.5KM INTERNAL STREETS FROM GRAVEL TO SURFACING

PROCUREMENT DOCUMENT

September 2021

NAME OF TENDERER :

TENDER SUM IN FIGURES :

TENDER SUM IN WORDS :
(form of offer)

ISSUED BY:

THE MUNICIPAL MANAGER
MOLEMOLE LOCAL MUNICIPALITY
PRIVATE BAG X44
MOGWADI
0715

Tel: (015) 501 2301

PREPARED BY:
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Municipal
Infrastructure
Grant



A. VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
 - a. CLIENT, EMPLOYER, MOLEMOLE LOCAL MUNICIPALITY, MUNICIPALITY
 - b. BID, TENDER AND VARIATIONS THEREOF
 - c. JOINT VENTURE / CONSORTIUM
 - d. TENDERER, BIDDER, CONTRACTOR

B. FULL DESCRIPTION OF THE TENDER

- ❖ Molemole Local municipality [MLM] would like to appoint a competent service provider registered on the national Central Supplier Database, for the UPGRADING OF PHAUDI INTERNAL STREETS FROM GRAVEL TO SURFACING.
- ❖ To achieve this, the service provider will work under the direction and instruction of the Technical Services (PMU Division) and will:
 - Provide Upgrading of Phaudi internal streets from gravel to surfacing as per specification.
- ❖ The municipality will enter into an agreement with the appointed service provider to clarify terms and conditions during the duration of the project

C. ACCURACY OF REQUEST FOR TENDER

- ❖ Whilst all due care has been taken in connection with the preparation of this bid document, Molemole Local Municipality [MLM] makes no representations or warranties that the content in this bid document or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. MLM, its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- ❖ If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid document or any other information provided by MLM (other than minor clerical matters), the Bidder must promptly notify MLM in writing of such discrepancy, ambiguity, error or inconsistency in order to afford MLM an opportunity to consider what corrective action is necessary (if any).
- ❖ Any actual discrepancy, ambiguity, error or inconsistency in this document or any other information provided by the MLM will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

1. RULES FOR BIDDING

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE FOLLOWING RULES:

- 1.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.2 All Bidders submitting bids as part of a consortium or joint venture must submit separate central supplier database reports per each company.
- 1.3 Bidders may ask for clarification on these bid documents or any part thereof up to close of business **seven (7) calendar days** before the deadline for the submission of the bids. All written questions must be addressed to Manager: PMU Mr. Phaahla KJ email: phaahlak@molemole.gov.za written responses will be uploaded on the municipal website and or e-tender portal **five(5) calendar days** before bid closes. Bidders are encouraged to ensure they check the e-tender and or website on a daily basis.
- 1.4 The municipality reserves the right to return late bid submission unopened.
- 1.5 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 1.6 Bidders must attach proof of parties involved in the joint venture.
- 1.7 The Bid document must be properly signed by a party having the authority to do so, according to the example of “Authority or Signatory”
- 1.8 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears.
- 1.9 All Pages within the Bid document **must** be fully initialized and or signed by Company Director.
- 1.10 If at anytime during the project implementation phase the **rates** or **prices** are found to be abnormal, irregular and or not market related among other things, the Engineer may after written approval from the Municipality revise them to a practical or market related rate. The amount on the **form of offer** will be considered as the final cost of works.

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- 1.11 In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Molemole Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- 1.12 An appeal must contain the following:
- 1.13 Reasons and/or grounds for the appeal
- 1.14 The way in which the appellants rights have been affected
- 1.15 Remedy sought by appellant
- 1.16 Appeals must be submitted in writing to the Manager: Legal Services (Attention Mr. N.J Moleele) Mogwadi Head Office, 303 Church Street, Private Bag X44 Mogwadi, 0715. Email: moleelej@molemole.gov.za
- 1.17 Bidders will be disqualified if:
 - 1.17.1 Any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.
 - 1.17.2 they are bankrupt or being wound up, are having their affairs administered by the courts,
 - 1.17.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - 1.17.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;
- 1.18 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - 1.18.1 Who is in the service of the state, or;

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- 1.18.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
- 1.18.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
- 1.19 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.
- 1.20 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.
- 1.21 Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.
- 1.22 Bidders are advised to fully index and attach a table of contents for their attachments.
- 1.23 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document.
- 1.24 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.
- 1.25 Fully completed and signed tender documents must be deposited into the tender box located at Mogwadi old building, next to Cashier's office.
- 1.26 The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.
- 1.27 Due to the Covid19 Pandemic, Bidding processes shall be subject to the regulations as stated by the President of the Republic of South Africa.



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Invitation to Tender

TECH-003-2021/22: GA-PHAUDI UPGRADING OF 2.5KM INTERNAL STREETS FROM GRAVEL TO SURFACING

Bids are hereby invited for the GA-PHAUDI UPGRADING OF 2.5KM INTERNAL STREETS FROM GRAVEL TO SURFACING.

Bid documents are available from the e-Tender Publication website. Bid document must be downloaded from **www.etenders.co.za** or Molemole Local Municipality website from **01 October 2021**. Bidder is responsible to print the downloaded bid document and the bid document must be completed in full.

Compulsory briefing session/meeting will be held as follows:

Project Number	Bid Description	Minimum WO to be created	Compulsory Briefing Session	Preference Point System	Closing Date and Time	Contact Person
TECH-003/2021/22	Ga-Phaudi Upgrading of 2.5km Internal Streets From Gravel To Surfacing	50 WO	05 Oct 2021 Time:10am Venue Moletjie Office Clu Coordinates S 23°29'47" E 29°08'19"	80/20 preference point system 100 Points Functionality75 minimum qualifying score for evaluation on 80/20	28 October 2021 at 11h00 am.	Mr. K Phaahla @ PhaahlaK@mole mole.gov.za 015 501 2300/38

The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked "TENDER" Description of Project / Project Number" as mentioned above. Closing date of this tender is **28 October 2021** at **11h00** and should be deposited in the tender box at the Mogwadi Municipal Offices. Documents returned after the date and time will be returned unopened.

The Bid box is generally open during office hours, 08h00 to 16h30. Bidders should ensure that bids are delivered timeously to the correct address.

If the bid is late, it will not be accepted for consideration.

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2011, AND THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (Second Edition) (2015).

The Municipality shall adjudicate and award bids in accordance with B-BBEE status level of contribution on 80/20-point system, 80 points for the price and 20 points for contribution. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

N.B: 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)

Only bidders who are registered in the relevant contractor category in the Construction Industry Development Board Register of Contractors will be considered. This requirement will remain in force as long as it is a requirement of the CIDB is of **7CE** or higher. The minimum Labour content for this project shall be **15%**, or **50** job opportunities whichever is higher.

The Joint Ventures, all companies, which are part of the joint venture, must be registered with the CIDB. The Joint Venture that meets the grading for the bid will be considered.

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Enquiries related to this bid should be addressed to Mr Phaahla K at telephone number (015) 501 2301 or 015 501 2338 or phaahlak@molemole.gov.za during working hours.

MR. ML MOSENA
MOLEMOLE MUNICIPALITY
MOGWADI, 0715

T1.2 BID DATA

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.

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

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

The additional conditions of Bid are:

Clause number	Bid Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager MOLEMOLE Local Municipality 303 Church Street MOGWADI 0715
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: Mr. K Phaahla Address: 303 Church Street Mogwadi 0715 Tel: 015 501 2301
F.1.10 CERTIFICATES AND ATTACHMENTS	The bidder is required to attach the following Valid documents to the tender document: (1) The recent up-to-date central supplier database (CSD) registration report detailing all compliance requirements; [Last verified between the advert date and the closing date]; (2) Tax compliance status pin (3) Copy of the statement of municipal rates and taxes for the company or of its directors (not in arrears for more than three (3) months), if renting a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months). If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months). (4) Proof of CIDB grading of 7CE or higher (5) Certified Letter of good standing (COIDA) from Department of employment (6) Joint venture/consortium agreements (if applicable); (7) Submit the above documents (a to e) for each company if bidding as a joint venture/consortium. Note: Failure to attach the above documents will lead to automatic rejection of your Bid.
F.1.11 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers Immediately after the closing time 11H00 on the closing date 28/10/2021 Location: MOLEMOLE Local Municipality- Old Municipal Building 303 Church street Mogwadi 0715 Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.
F.1.12	A two-envelope procedure will not be followed.

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TWO-ENVELOPE SYSTEM	
F.1.12 ARITHMETICAL ERRORS	<p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall take precedence.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>
F.1.13 EVALUATION OF BID OFFERS	<p>The preference procedure for evaluation of responsive bid offers shall be the 80/20 preference point system.</p> <ul style="list-style-type: none"> - where 80 points will be allocated in respect of price - 20 points will be allocated towards targeted goals <p>Note: All bids will be evaluated for functionality before the evaluation on 80/20 point system</p>
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Molemole Municipality is one .
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity. 4 The bid document shall be submitted as a whole and shall not be submitted in parts. 5 List of returnable documents (PART T2) must be completed in full. (i.e.: A bidder's company profile will not be used by the MLM to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.</p>
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.1	Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for supervisory and management staff are eligible to submit Bids.
F.2.7	<p>Date : 05/10/2021</p> <p>TIME : 10:00am</p>

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CLARIFICATION MEETING	VENUE : Molemole's Moletjie Office Cluster in Phaudi
F.2.13.2 SUBMITTING A TENDER OFFER	The whole original bid document, as issued by the Municipality , shall be submitted. No copies will be accepted. Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING DATE & TIME	DATE: 28/10/2021 TIME : 11H00 It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. Late, faxed or e-mailed tenders will not be considered.
F.2.14.1	Project duration for this is Eight (08) months after signing the Service Level Agreement
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 14 days to respond to the service offer.
F.2.18	The Bidder must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
	Labour Content: The minimum Labour content for this project shall be 15% , or 50 job opportunities whichever is higher.
F.2.23	Certificates The following returnable schedules will be required for tender evaluation purposes: <ul style="list-style-type: none">• Record of Addenda to Tender Documents• Schedule of 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.• Format of Curriculum Vitae, and certified copies of qualifications,• Schedule of Tenderer's Experience (attach Appointment Letters and Completion Certificates)• Proposed Amendments, Qualifications and Alternatives• Schedule of Sub-Contractors• Schedule of plant and equipment (attach proof of ownership / lease agreement)• Form of Intent to offer a Performance Guarantee• P(CPG)• B-BBEE Certificate• Proposed execution programme• Contractor's health and safety declaration• Contractors safety plan• Contractors quality management plan• Contractors environmental management plan• Environmental aspects and impact register• Contractors waste management plan Compulsory Returnable Schedules are certified copies/originals of the following documents. Failure to submit any of the documents listed below will automatically disqualify the Bid.

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	<ul style="list-style-type: none">• An original and current/valid Tax Clearance Certificate issued by the South African Revenue Services. The certificate must be valid on the date on which the tender closes.• Certificate of Authority of Joint Ventures/ Close Corporations/ Partnership/Company/Sole Proprietor (Certified Copies of the Identity Documents in the Case of Sole Proprietor)• Compulsory Enterprise Questionnaire• Schedule Registration Certificates of Entities - Joint Ventures/Close Corporations/Partnership/ Company/Sole Proprietor• Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993) – a Letter of Good standing.• Signed Form of Offer• Legal Joint Venture Agreement• SBD 4, SBD 6.1 SBD 8 AND SBD 9
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F.1 Standard Conditions of the Bid

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

- a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

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F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents¹

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

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law.

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may ensue while delivering copiers to the employer.

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F.2.10 Pricing the tender offer

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

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery of the copiers, subject to inspection by the Employer.

F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

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

F.2.13.5 Seal the original package marking the package as "ORIGINAL"

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing Time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

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

F.2.16 Tender Offer Validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. The tender validity period for this contract is 90 days after bid closes.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

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F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a. Complies with the requirements of these Conditions of Tender,
- b. Has been properly and fully completed and signed, and

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.
- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/ her arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation Methodology

- a. In addition to all items highlighted under Page 2 titled **“Very Important Notice on Disqualifications”**, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
- b. Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.

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F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of successful bidders on the municipal website

F.3.14 Municipality's right to accept or reject any or all Bids

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Appoint the lowest bidder
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.3.15. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Provide copies of the contracts

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

2. List of attachments required for Evaluation Purposes

- a) The recent up-to-date central supplier database (CSD) registration report detailing all compliance requirements; [Last verified between the advert date and the closing date];
- b) Tax compliance status pin
- c) Copy of the statement of municipal rates and taxes for the company or of its directors (not in arrears for more than three (3) months), if renting a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months). If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months).
- d) Proof of CIDB grading of 7CE or higher
- e) Certified Letter of good standing (COIDA) from Department of employment
- f) Joint venture/consortium agreements (if applicable);
- g) Submit the above documents (a to e) for each company if bidding as a joint venture/consortium.

3. Bid Evaluation guideline

Bids will be evaluated in terms of the following two stages:

4.1 BIDDERS ARE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION AS PART OF THEIR FINANCIAL PROPOSAL:

- Bank rating

4.2 STAGES OF EVALUATION

• **Guidelines for Evaluation using the Weighting method**

- a. Score sheets will be prepared and provided to panel members to evaluate the bids.
- b. The score sheet should contain all the criteria and the weight for each criterion as well as the values to be applied for evaluation as indicated in the bid documents.
- c. Each panel member should after thorough evaluation independently award his / her own value to each individual criterion.
- d. Score sheets should be signed by panel members and if necessary, written motivation may be requested from panel members where vast discrepancies in the values awarded for each criterion exist.
- e. If the minimum qualifying score for functionality is indicated as a percentage in the bid documents, the percentage scored for functionality may be calculated as follows:
 - i. The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;
 - ii. The scores for each criterion should be added to obtain the total score; and
 - iii. The following formula should be used to convert the total score to percentage for functionality:

$$Ps = (So/Ms) \times 100$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms = maximum possible score [the highest score by any bidder]

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The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

Stage 1: Evaluation on functionality

Under functionality, Bidders must achieve a minimum of 80% ((rounded to the nearest decimal point)) for functionality (quality) in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBEE). Bidders that score less than 80% (rounded to the nearest decimal point) will be disqualified.

Criteria	Weights	Applicable values
Company Experience	30	Poor = 1
5 x Successfully completed traceable projects in construction of roads and stormwater.(attach 5 appointment letters and corresponding completion certificates with client's letter head)		Average = 2
Plant and equipment	20	Good = 3
Plant and equipment <ul style="list-style-type: none"> • 1x Grader • 1x Smooth drum roller (15 ton) • 2x (10 m³) tipper trucks • 1x Water tankers (9 000 litter or larger) • 1x TLB/Loaders • 1 x Walk behind roller or plate compactor <p>These equipment can be owned or rented. Attach proof ownership and lease agreement if renting.</p>		Very good = 4
Proposed key personal (4)	40	Excellent = 5
<p><u>Contracts Manager</u> Attach the following:</p> <ul style="list-style-type: none"> • CV indicating a minimum of ten (10) years' proven experience in Construction and managing projects of roads, stormwater and bridges. • Certified copy of BTech/BSc/BEng : Civil Engineering, • NQF Level 5 Certificate for Managing LIC Civil Projects • Certified copy of ECSA Registration certificate as Pr. Technologist or Engineer. <p><u>Site Agent</u> Attach the following:</p> <ul style="list-style-type: none"> • CV indicating a minimum of five (5) years' proven experience in Construction and managing projects of roads, stormwater and bridges. • Certified copy of ND : Civil engineering or construction • Certified copy of ECSA Registration certificate as a technician <p><u>Site Foremen</u> Attach the following:</p>		

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<ul style="list-style-type: none"> CV indicating a minimum of three (3) years' proven experience in construction and supervising projects of roads, stormwater and bridges. Certified copy of ND: Civil Engineering or higher. Certified copy of EPWP LI NQF 5 to Manage Labour-Intensive Construction Processes) <u>OHS and Environmental Officer</u> Attach the following: CV indicating 5 years' experience in construction related projects Certified copy of Occupational health and safety certificate	
Financial viability	10
Bank rating of C or higher Audited financial statement	
Total functionality Score	100

Stage 2: Evaluation on price 80/20 and BBBEE status**a) Financial offer and evaluation on price points**

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the BBBEE claimed, and if so, score Bid evaluation points for BBBEE.
- Calculate total Bid evaluation points (Price points plus BBBEE points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- The bidder obtaining the highest number of total points will be awarded the contract.
- Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for B-BBEE.
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

b) Price formula

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

Where-

- P_s = Points scored for price of tender under consideration;
- P_t = Price of tender under consideration; and
- P_{\min} = Price of lowest acceptable tender.

c) Scoring for BBBEE

- Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations

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- of 2017, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
- Bidders must attach certified copies of BBBEE to claim BBBEE points. Failure to attach the valid BBBEE points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

B-BBEE Status Level of Contributor Number of points (80/20 system)

B-BBEE Status Level of Contributor	Number of Points (80/20system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0



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PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS (*NOT APPLICABLE TO THIS BID*)

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED (*NOT APPLICABLE TO THIS BID*)

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

[PLEASE NOTE IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED]

FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

- a) Total Turnover in the previous financial year? R_____
- b) _____
- c) Estimated turnover for current financial year? R_____

List your current contracts and obligations [maximum]:

Description	Location	Value (R)	Start date	Duration	Expected completed date

FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]

[PLEASE ATTACH A CERTIFIED COPY OF THE CERTIFICATE]

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER
[N.B. COMPULSORY: TO BE USED FOR EVALUATION PURPOSES]

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

Give a minimum of two (2) names and telephone numbers and e-mail address per reference. Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	_____ _____ _____			
	_____ _____ _____			
	_____ _____ _____			

FORM 2.1.4 **SCHEDULE OF PROPOSED SUB-CONTRACTORS**
[IF NOT WRITE N/A ACROSS THE TABLE]

Provide details on all sub-contractors you intend utilising for this contract

Type of work to be used for	a % of contract	Name of sub-contractor	B % HDI ownership	c = a x b Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership:		

FORM 2.1.5 FINANCIAL REFERENCES**- FINANCIAL STATEMENTS (delete which is not applicable)**

I/We _____ (name of authorized representative

Agree / Disagree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

- DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	()
Account number	
Type of account, (i.e. cheque account)	
Bank rating [A, B, C, etc.]	

Note: Information supplied will be treated with the strictest confidence

Affix dated bank stamp here

FORM 2.1.6 DETAILS OF ALTERNATIVE BIDS SUBMITTED
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid.

DESCRIPTION

FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid

Attach additional information on separate sheets and initial all of them

PAGE	DESCRIPTION



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T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

- FORM 2.2.1 DECLARATION
- FORM 2.2.2 DECLARATION OF INTEREST
- FORM 2.2.5 SBD 9

FORM 2.2.2 DECLARATION:

I/ We, the undersigned:

- (a) bid to GA-PHAUDI UPGRADING OF 2.5KM INTERNAL STREETS FROM GRAVEL TO SURFACING to MOLEMOLE LOCAL MUNICIPALITY, described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) confirm that this bid may only be accepted by Molemole Local Municipality by way of a duly authorised Letter of Acceptance within stipulated timeframe from the appointment letter;
- (e) declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between MLM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of MLM that the claims are correct. If the claims are found to be inflated, MLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by MLM as a result of the award of the contract and/or cancel the contract and claim any damages which MLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months, and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

[PLEASE SIGN ON BEHALF OF THE BIDDER]

Signed at _____ **on this** _____ **day of** _____ **20** _____

Authorised Signature: _____

Name of Bidding Entity: _____ **Date:** _____

As witness: _____

FORM 2.2.3 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state including in instances of non-directors of the entity and also those who may be sub-contracting.

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 and/or take an oath declaring his/her interest.

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

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

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

If yes, furnish particulars _____

3.2 Have you been in the service of the state for the past twelve (12) months? **YES / NO**

If yes, furnish particulars _____

3.3 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO _____

If yes, furnish particulars _____

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

If yes, furnish particulars _____

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

If yes, furnish particulars _____

* SCM 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.

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.

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE
AUTOMATICALLY REJECTED.

Signature

Date

Position

Company Name

FORM 2.2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) This Standard Bidding Document (MBD) must form part of all bids¹ invited.
- b) 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
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) 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.
- e) 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 Institution)

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

I certify, on behalf of _____

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and 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:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 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 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.

[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]

Signature

Date

Position

Name of Bidder



PART T3: TENDER SPECIFICATIONS

BID SPECIFICATION

3.1 *Services to be rendered at address:*

Molemole West

3.2 *Work Description (scope)*

MINIMUM SPECIFICATION TABLE OF ELEMENTS/COMPONENTS OF THE SERVICE

Design the following with Labour-Intensive Methods or Techniques:

- GA-PHAUDI UPGRADING OF 2.5KM INTERNAL STREETS FROM GRAVEL TO SURFACING with the following proposed description of pavement layers:
 - (a). Roadbed.
 - (b) Selected Layer
 - (c). Sub-Base.
 - (d). Base.
 - (e). Surfacing of 30mm Asphalt.
- Labour Intensity Construction to create a minimum **50** Work Opportunities
- Ensure strict adherence to **COVID19** Regulations during Project Implementation

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS **[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

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

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

Attach additional pages if more space is required.

[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]

Signature of Authorized person: _____ **Date:** _____

Name of authorized person: _____ **Position:** _____



GA-PHAUDI UPGRADING OF 2.5KM INTERNAL STREETS FROM GRAVEL TO SURFACING

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C.1.2 SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER BY THE BIDDING COMPANY

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: GA-PHAUDI UPGRADING OF 2.5KM INTERNAL STREETS FROM GRAVEL TO SURFACING

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

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

THE OFFERED TOTAL AMOUNT INCLUSIVE OF VALUE ADDED TAX:

IN WORDS:

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____ Capacity _____

(Bidding Company Name) _____

Name of Witness _____

Signature _____ Date: _____

1. ACCEPTANCE

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

The terms of the contract, are contained in

Part C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing Data

Part C3 Scope of Work

AND Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working 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.

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

FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

C.1.2 SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid 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 bid 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 bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

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

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

FOR THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [PLEASE SIGN]

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____



PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

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

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

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

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the: **GA-PHAUDI UPGRADING OF 2.5KM INTERNAL STREETS FROM GRAVEL TO SURFACING** and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

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

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item

Rate	:	The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item. Should be quoted in ZAR currency only
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. Should be quoted in ZAR currency only

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

Measurement and payment shall be in accordance with the relevant provisions of COLTO Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of COLTO 1000, *General*.

11. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work Day

12. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

13. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
14. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to www.stanza.org.za or www.iso.org for information on standards)
15. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount Bided such items
16. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

17. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
18. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
19. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
20. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the COLTO Standardised Specifications.
21. Those parts of the works to be constructed using labour-intensive methods should be marked in the bill of quantities with the letter LI either in a separate column or as a prefix or suffix against every item so designated.

SCHEDULE A: ROADWORKS
SECTION 1200
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
12.00	<u>1200: GENERAL REQUIREMENTS AND PROVISIONS</u>				
B12.01	Provision for a Community Liaison Officer				
	(a) Provisional Sum for the payment of the Community Liaison Officer (R4500.00 per month)	Prov Sum	-		R 40 500,00
	(b) Handling costs and profit in respect of subitem B12.01(a)	%	40 500		
B12.02	Provision for cost of attending Steering Committee meetings				
	(a) Provisional Sum for the payment of travel cost incurred by Steering Committee members for attending Steering Committee meetings	Prov Sum	-		R 6 400,00
	(b) Handling costs and profit in respect of subitem B12.02(a)	%	6 400		
B12.03	Relocation and/or protection of services				
	(a) Allow a provisional sum for existing services to be relocated/or protected as ordered by the engineer	Prov Sum	-		R 200 000,00
	(d) Handling cost and profit in respect of sub-item B12.04(a)	%	200 000		
B12.04	Contract information board	No	2		
TOTAL SECTION 1200 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 1300

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13.00	<u>1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND</u>				
B13.01	The Contractor's general obligations:				
	(a) Fixed obligations	Lump Sum			
	(b) Value-related obligations	Lump Sum			
	(c) Time-related obligations	month	8		
	The combined total tendered for sub-items (b) and (c) shall not exceed 15% of the sum.				
TOTAL SECTION 1300 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14.00	1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01	Office and laboratory accommodation:				
	(a) Offices (Fully furnished)	m ²	15		
	(e) Ablution units	no	2		
14.02	Office furniture:				
	(a) Chairs	No	12		
	(d) Desks, complete with drawers and locks	No	1		
B14.03	Office and laboratory fittings, installations and equipment:				
	(b) Prime-cost items and items paid for in a lump sum:				
	(ix) Provision of cellular telephones:				
	(1) Provision of cellular telephones	Prov. sum			R20 000,00
	(2) Cost of calls and other charges	Prov. sum			R12 000,00
	(3) Handling cost and profit in respect of sub subitem B14.03(b)(ix)(2) above		32000		
	(c) Items measured by area:				
	(viii) Notice boards as per dwg. No.		5		
	(ix) White board		4		
14,04	Car ports				
	Car ports, 3.0m wide and 2,5m high, at offices		1		
B14.07	Rented, hotel and other accommodation				
	(a) Provisional sum for providing rented housing,hotel or other accommodation as described in sub subclause 14.03 (c)(ii)	Prov.Sum			R30 000,00
	(b) Handling costs and profit in respect of subitem 14.07 (a)	%	30000		
14.08	Services:				
	(a) Services at offices:				
	(i) Fixed costs	Lump Sum	-		
	(ii) Running costs	month	8		
14,10	Provision of photostat facilities	month	8		
TOTAL SECTION 1400 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 1500

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15.00	1500: ACCOMMODATION OF TRAFFIC				
15.01	Accommodation of traffic and maintaining temporary deviations	km			
15.02	Earthworks for temporary deviation				
	(a) Shaping of temporary deviations	km			
15.03	Temporary traffic-control facilities				
	(a) Flagmen	man-day			
	(b) Portable STOP and GO-RY sign	No.			
	(e) Road signs, R - and TR-serie, 1200mm in dia	No.			
	(f) Road signs, TW-series, 1500mm sides	No.			
	(g) Road signs, STW-, DTG-,TGS- AND TG-series excluding delineators and barricades	m ²			
	(h) Delineators (800mm x 200mm)				
	(i) Single	No.			
	(ii) Mounted back to back	No.			
	(m) Two way communication devices	No.			
15.06	Watering of temporary deviations	kl			
15.07	Blading by road grader of :				
	(a) Temporary deviations	km-pass			
	(b) Existing roads used as temporary deviations	km-pass			
	TOTAL CARRIED FORWARD				

SCHEDULE A: ROADWORKS
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B15.15	AMOUNT BROUGHT FORWARD				
	Penalty to be deducted for non-compliance with requirements for traffic accommodation				
	(a) Fixed penalty per occurrence	No		(5 000,00)	Rate Only
	(b) Time related penalty	hr		(500,00)	Rate Only
TOTAL SECTION 1500 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B17.00	<u>1700: CLEARING AND GRUBBING</u>				
B17.01	(a) Clearing and grubbing				
	(i) Within the road reserve	ha	2,1		
	(ii) In borrow pits	ha	4		
17,02	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1 m up to and including 2 m	No	2		Rate Only
TOTAL SECTION 1700 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 1800

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18.00	1800: DAYWORKS				
B18.01	Labourers:				
	(i) Unskilled	hr	1		
	(ii) Semi-skilled	hr	1		
	(iii) Skilled	hr	1		
B18.02	Foreman	hr	1		
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	hr	1		
	(ii) 5,1 - 10 ton	hr	1		
B18.04	Loader (0,5m³)	hr	1		
B18.05	Grader (CAT 140G or similar)	hr	1		
B18.06	LDV	hr	1		
B18.07	Compaction Rollers:				
	(i) Vibrator roller	hr	1		
	(ii) Tamping roller	hr	1		
	(iii) Grid roller	hr	1		
B18.08	Hand Controlled Compactors				
	(i) Pedestrian roller (Bomag BW90 or similar)	hr	1		
	(ii) Vibratory plate	hr	1		
	(iii) Rammers	hr	1		
B18.09	Water truck (min 10 000 l)	hr	1		
B18.10	Dozer (D7 or similar)	hr	1		
TOTAL SECTION 1800 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION 2200

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
22,00	<u>2200: PREFABRICATED CULVERTS</u>				
B22.01 LI	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1,5m	m ³	70		
	(ii) Exceeding 1,5m up to 3,0m	m ³	1		
	(b) Extra over subitem 22.01(a) for excavation in hard material irrespective of depth	m ³	7		
22,02 LI	Backfilling:				
	(a) Using the excavated material	m ³	47		
	(b) Using imported selected material	m ³	1		
	(c) Extra over subitems 22.02(a) and 22.02(b) for soil cement backfilling (2% cement)	m ³	9		
22,05	Concrete rectangular portal culverts:				
	(b) On cast in-situ slab				
	(i) 1200mm x 900mm (Class 150S)	m	20		
22,07 LI	Cast in situ concrete and formwork:				
	(b) In floor slabs for portal or rectangular culverts including formwork, joints and Class U2 finish for:				
	(i) Class 25/19 concrete	m ³	15		
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surface finish:				
	(i) Class 25/19 concrete	m ³	15		
2200	TOTAL CARRIED FORWARD				

SECTION 1200

AMOUNT BROUGHT FORWARD

(d) Formwork of concrete under subitem 22.07(c)

(i) Vertical formwork for F1 surface finish

m ²	120
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(ii) Vertical formwork for F2 surface finish

m ²	65
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22,10	Steel reinforcement:
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(c) High tensile steel mesh:

(iii) Ref. 617

kg	747
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TOTAL SECTION 2200 CARRIED TO SUMMARY

SCHEDULE A: ROADWORKS
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION 2300

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23,00	<u>2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
B23.01	Concrete kerbing:				
LI					
	(a) Procurement of concrete kerbing as shown below				
	(i) Figure 8c	Prov Sum			R1 211 250,00
	(ii) Figure 7	Prov Sum			R196 878,00
	(b) Handling costs and profit in respect of subitem B23,01(a) (i) and (ii)	%	1 408 128		
	(c) Installation of concrete kerbing (Labour rate excluding procurement of kerbs)	m	5967		
23,06	Inlet, outlet, transition and similar structures: (including in-situ concrete chutes)				
LI					
	(a) Cast in situ concrete lining for Chute inlets Type "E": (Class 20/19 concrete):	m ³	2,5		
	(b) Formwork (Class F1 surface finish) for Type "E" chutes & inlets :				
	(i) To side with formwork on both internal and external faces (each face measured)	m ²	5		
	(c) Class U2 surface finish to cast in situ concrete:	m ²	20		
23,07	Trimming of excavation for concrete-lined open drains:				
	(a) In soft material	m ²	124		
	(b) In hard material	m ²	10		
23,08	Concrete lining for open drains				
	(a) Cast in situ concrete lining (25/19)				
	(i) 500 mm x 500 mm x 125 mm	m ³	32		
	(b) Class U2 surface finish to cast in situ concrete	m ²	84		
23,09	Formwork tom cast in situ concrete lining for open drains (class F2 surface finish)				
	(c) To ends of slabs	m ²	10		
23,12	Steel reinforcement:				
	(c) Welded steel fabric:				
	(iii) Ref. 395	kg	1003		
TOTAL SECTION 2300 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 3100

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	3100: BORROW MATERIALS				
B31.01	Excess overburden:				
	(a) Depth up to and including 0,5m	m³	8438		
	(b) Depth exceeding 0,5m and up to 1,0m	m³	1688		
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	2,00		
	(c) Soft material	ha	2		
31,04	Compensation to landowners:				
	(a) Prime cost for compensation to landowners	PC Sum			R 50 000,00
	(b) Handling cost and profit in respect of sub-item B31.04(a) above	%	R 50 000		
	Fencing				
31/B55.10	Borrow-pit game proof fencing				
	(a) Provisional sum for the erecting of 1.8m height, with provision of gate fencing around borrow pit.	Prov Sum	-		R 60 000,00
	(b) Handling costs and profit in respect of subitem 31/B55.10(a)	%	R 60 000,00		
TOTAL SECTION 3100 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 3300

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	<u>3300: MASS EARTHWORKS</u>				
33.01	Cut and borrow to fill, including 1.0 km free haul (a) Gravel material in compacted layer thicknesses of 200 mm and less: (ii) Compacted to 90% of modified AASHTO density	m ³	3700		
33.03	Extra over item 33.01 for excavating and breaking down material in - (a) Intermediate excavation (b) Hard excavation	m ³ m ³	1110 740		
33.04	Cut and spoil, including free-haul up to 1.0km, material obtained from: (a) Soft excavation (b) Intermediate excavation (c) Hard excavation (d) Boulder Excavation class B	m ³ m ³ m ³ m ³	3884,1 1412 1412 706		
33.10	Roadbed preparation and the compaction of material (a) Compaction to 90% of modified AASHTO density	m ³	3722,4		
33.13	Finnish-off cut and fill slopes , medians and interchange areas: (a) Cut slopes (b) Fill slopes	m ² m ²	174 6133		
33/16.00	<u>1600: OVERHAUL</u>				
33/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ .km	44490,6		
TOTAL SECTION 3300 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	<u>3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0				
	(a) Gravel selected (compacted to):				
	(ii) 150mm layer thickness to 95% modified AASHTO density	m³	3384		
	(c) Gravel subbase(unstabilised gravel compacted to):				
	(i) 150mm layer thickness to 95% modified AASHTO density	m³	3010		
	(f) Gravel base (chemically stabilized material) compacted to :				
	(i) 150mm layer thickness to 98% of modified AASHTO density	m³	2873		
	(g) Gravel shoulder compacted to:				
	(ii) 95% of modified AASHTO density (150 mm compacted layer thickness)	m³	821		
34/16.02	Overhaul on material hauled in excess of 1.0 km(ordinary overhaul)	m³.km	60524		
TOTAL SECTION 3400 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 3500

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>3500: STABILIZATION</u>				
35.01	Chemical stabilization extra-over unstabilized compacted layers:				
	(a) Base layer : 150mm thickness	m ³	2873		
B35.02	Chemical stabilizing agent:				
	(a) CEM II A/L 32.5 cement	t	231		
35.04	Provision and application of water for curing	kl	1341		
35.05	Curing by covering with subsequent layer	m ²	1		
TOTAL SECTION 3500 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 4100

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100	<u>4100: PRIME COAT</u>				
41.01	Prime coat:				
	(c) MC-30 cut-back bitumen (0.8l/m ²)	l	15021		
	(d) MC-70 cut-back bitumen (0.8l/m ²)	l	1		
41.02	Aggregate for blinding	m ²	1		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	l	1		
TOTAL SECTION 4100 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 4200

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	<u>4200: ASPHALT BASE AND SURFACING</u>				
B42.02	Asphalt surfacing				
	(a) Continuously graded hot-mix asphalt using:				
	(i) 60/70 pen, 30 mm thick medium grade	Prov Sum			R 3 283 200,00
	(b) Handling costs and profit in respect of subitem B42,02(a)(i)	%	3 283 200		
42.04	Tack coat of 30% stable-grade emulsion	l	5 610		
B42.08	100mm cores in asphalt paving	No	16		
B45.21	Aggregate variations	m²	1		
73/B51.10	Construction of Speed Humps - According to the Drawings issued by the Engineer	No	4		
TOTAL SECTION 4200 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION 5100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
51.00	<u>5100: PITCHING, STONEMWORK, ETC.</u>				
51.01	Stone pitching:				
	(b) Grouted stone pitching	m ²	120		
51.05	Concrete edge beams:				
	(a) Class 25/19 cast in-situ concrete	m ³	20		
TOTAL SECTION 4200 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 5600

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
56.00	5600: ROAD SIGNS				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanised steel plate (chromadek or approved equivalent):				
	(i) Area not exceeding 2m ²	m ²	30		
	(ii) Area exceeding 2m ² but not 10m ²	m ²	20		
	(e) Aluminium sheet regulatory warning and information signs				
	(i) Area not exceeding 2m ²	m ²	10		
56.02	Extra over item 56.01 for using:				
	(a) Background of retro-reflective material:				
	(iii) Class III	m ²	25		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro- reflective material:				
	(ii) Class III	m ²	25		
56.03	Road sign supports (overhead road sign structures excluded):				
	(b) Steel tubing	t	1,5		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	2,5		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	2		
56.07	Extra over item 56.05 for rock excavation	m ³	3		
B56.10	Danger Plates				
	(a) Type W401/W402 back-to-back at culverts (1200mm height)	No	8		
TOTAL SECTION 5600 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
57.00	<u>5700: ROAD MARKINGS</u>				
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	1,5		
	(d) White lettering and symbols	m ²	63		
	(e) Yellow lettering and symbols	m ²	1		Rate Only
57.04	Variations in rate of application:				
	(a) White paint	l	1		
	(b) Yellow paint	l	1		
B57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	1,5		
TOTAL SECTION 5700 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 5900

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
59.00	<u>5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road	km	2,9		
TOTAL SECTION 5900 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 8100

UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
81.00	<u>8100: TESTING MATERIALS AND WORKMANSHIP</u>				
81.02	Other special tests requested by the engineer				
	(a) Other special tests requested by the Engineer	Prov Sum	-		R 120 000,00
	(b) Handling cost and profit in respect of sub-item B81.02(a)	%	120 000		
TOTAL SECTION 8100 CARRIED TO SUMMARY					

SCHEDULE B: OCCUPATIONAL HEALTH AND SAFETY ACT OBLIGATIONS
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION B

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SCHEDULE B: OCCUPATIONAL HEALTH AND SAFETY ACT OBLIGATIONS</u>				
B1.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum	-		
B1.2	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	8		
B1.3	Submission of the Health and Safety File	Lump Sum	-		
TOTAL SCHEDULE B CARRIED TO SUMMARY					

SCHEDULE D: STRUCTURED TRAINING_
UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SECTION C

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C2.1	<u>SCHEDULE C: STRUCTURED TRAINING</u>				
	Provision for accredited training				
	(a) Generic Skills	Prov Sum	-		R 65 000,00
	(b) Entrepreneurial Skills	Prov Sum	-		R 65 000,00
	(c) Handling cost and profit in respect of sub-item C2.1(a) and (b) above	%	130 000		
	(d) Training venue (Only if required)	Lump Sum	-		
TOTAL SCHEDULE C CARRIED TO SUMMARY					

MOLEMOLE LOCAL MUNICIPALITY



GA-PHAUDI UPGRADING OF 2.5KM INTERNAL STREETS FROM GRAVEL TO SURFACING

C2.3 SUMMARY OF BILL OF QUANTITIES

SCHEDULE A : ROADWORKS		
SECTION	DESCRIPTION	AMOUNT
1200	General requirements and provisions	R
1300	Contractor's establishment on site and general obligations	R
1400	Houses, offices and laboratories for the Engineer's personnel	R
1500	Accommodation of traffic	R
1700	Clearing and grubbing	R
1800	Dayworks	R
2200	Prefabricated Culvert Structure	R
2300	Concrete Kerbing, Concrete Channeling, Open Chutes	R
3100	Borrow materials	R
3300	Mass earthworks	R
3400	Pavement layers of gravel materials	R
3500	Stabilization	R
4100	Prime coat	R
4200	Asphalt Base and Surfacing	R
5100	Pitching, stonework, etc.	R
5600	Road Signs	R
5700	Road markings	R
5900	Finishing the road and road reserve and treating old roads	R
8100	Testing materials and workmanship	R
	TOTAL SCHEDULE A	R

MOLEMOLE LOCAL MUNICIPALITY



UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING

SCHEDULE B : OHS ACT OBLIGATIONS	
Occupational Health and Safety Act Obligations	R
TOTAL SCHEDULE B	R
SCHEDULE C : PROVISION OF STRUCTURED TRAINING	
Structured Training	R
TOTAL SCHEDULE C	R

C2.4 CALCULATION OF TENDER SUM	
TOTAL SCHEDULE A : ROADWORKS	R
TOTAL SCHEDULE B: OHS ACT OBLIGATIONS	R
TOTAL SCHEDULE C: PROVISION FOR STRUCTURED TRAINING	R
TENDER (CONTRACT) SUM	R
2) ADD 10% FOR CONTINGENCIES (This amount is under the sole control of the Employer)	R
SUBTOTAL	R
ADD : 15% VAT	R
TENDER (CONTRACT) PRICE CARRIED TO FORM OF ACCEPTANCE (Page C.3)	R

THE CONTRACT

PART C3..... SCOPE OF WORKS

PART C4..... SITE INFORMATION

PART C3: SCOPE OF WORK

<u>C3.1.....</u>	<u>DESCRIPTION OF WORKS</u>
<u>C3.2.....</u>	<u>ENGINEERING</u>
<u>C3.3.....</u>	<u>PROCUREMENT</u>
<u>C3.4.....</u>	<u>CONSTRUCTION</u>
<u>C3.5.....</u>	<u>MANAGEMENT</u>

C3.1 C3.1 DESCRIPTION OF WORKS

The Construction of Phaudi Internal Streets (2.5 km). The major activities for the project will include, among other, the following;

- Relocation of services
- Clearing and grubbing of the streets reserve
- Construction of layer works (2.6 km) – roadbed, selected, sub-base and base
- Stabilization of layer works (2.6 km) - base
- Installation of culverts (1200mm X 900mm portal culvert)
- Surfacing with 30mm Continuously Graded Hot-mix Asphalt (2.6km)
- Installation of kerbs, Concrete drains and edge beams (2.6 km)
- Grouted Stone pitching
- Road marking and road signs (2.6km)
- Construction of 4 speed-humps

All labour-intensive works are marked as Labour-Intensive Construction (LIC) items in the Bill of Quantities and this progress is part of the Expanded Public Works Programme (EPWP).

C3.1.1 Employer's Objectives

The employer's objective is to construct a bridge that will provide easy and reliable access for busses, taxis, delivery vehicles to the area and enhance the future development in the area.

C3.1.2 Location of the Works

The proposed project is located in the village of Phaudi, 92 km North-west of Mogwadi. The coordinate positions of the settlement are:

LOCATION	S-COORDINATES	E-COORDINATES
Phaudi Village	23° 30' 05.01" S	29° 08' 41.90" E

C3.1.3 Temporary Works

Temporary works will include blading of roads and Traffic accommodation.

C3.1.6.1 Drawings

The reduced drawings contained in Annexure 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.

The contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost. 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.

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

C3.1.6.4 Additional Requirements for Construction Activities

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

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

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

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 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° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
- 2) Sectorial determination 2: Civil engineering sector

A29 Introduction

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

A29.2 In this document –

- (a) “Department” means any department of the State, implementing agent or contractor;
- (b) “Employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a 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.

A30 Terms of Work

- A30.1 Workers on a EPWP are employed on a temporary basis.
- A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- A30.2 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

A31 Normal Hours of Work

- A31.1 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.
- A31.2 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.
- A31.3 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

A32 Meal Breaks

- A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes’ duration.

- A32.2 An employer and worker may agree on longer meal breaks.
- A32.3 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.
- A32.4 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.

A33 Special Conditions for Security Guards

- A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- A33.2 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.

A34 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.

A35 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").

A36 Work on Sundays and Public Holidays

- A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- A36.2 Work on Sundays is paid at the ordinary rate of pay.
- A36.3 A task-rated worker who works on a public holiday must be paid –
(a) the worker's daily task rate, if the worker works for less than four hours;
(b) double the worker's daily task rate, if the worker works for more than four hours.
- A36.4 A time-rated worker who works on a public holiday must be paid –
(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

A37 Sick Leave

- A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- A37.2 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.
- A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- A37.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- A37.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

- A37.7 An employer must pay a worker sick pay on the worker's usual payday.
- A37.8 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.
- A37.9 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.
- A37.10 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.

A38 Maternity Leave

- A38.1 A worker may take up to four consecutive months' unpaid maternity leave.
- A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- A38.4 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.
- A38.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- A38.6 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.
- A38.7 a worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months' employment, unless the SPWP on which she was employed has ended.

A39 Family responsibility leave

- A39.1 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.

A40 Statement of Conditions

- A40.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the SPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;
 - (e) the training that the worker will receive during the SPWP.
- A40.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- A40.3 An employer must supply each worker with a copy of these conditions of employment.

A 41 Keeping Records

- A41.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
 - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) in the case of a time-rated worker, the time worked by the worker;
 - (d) payments made to each worker.
- A41.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

A42 Payment

- A42.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- A42.2 A task-rated worker will only be paid for tasks that have been completed.
- A42.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- A42.4 A time-rated worker will be paid at the end of each month.
- A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- A42.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- A42.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.

A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

A42.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

A43 Deductions

A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

A43.3 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.

A43.4 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.

A44 Health and Safety

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 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.

A45 Compensation for Injuries and Diseases

A45.1 It is the responsibility of the employers (other than a contractor) 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.

A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.

A45.3 The employer must report the accident or disease to the Compensation Commissioner.

A45.4 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.

A46 Termination

- A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- A46.2 A worker will not receive severance pay on termination.
- A46.3 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.
- A46.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A47 Certificate of Service

- A47.1 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.

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 Muster 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

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries. E.g.

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

1. DEFINITIONS

The words in this policy shall bear a meaning as prescribed and/or ascribed by applicable legislation, and in the event of a conflict, the meaning attached thereto by National Legislation shall prevail.

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

(b) "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;

(c) "Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(d) "Contract" means the agreement that results from the acceptance of a tender by an organ of state;

(e) "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being;

(f) "Firm price" is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, 'levy, or tax, which, in terms of a law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(g) "Management" in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director;

(h) "Non-firm prices" means all prices other than "firm" prices;

(i) "Person" includes reference to a juristic person;

(j) "Rand value" means the total estimated value of a contract in Rand denomination which is calculated at the time of tender invitations and includes all applicable taxes and excise duties;

(k) "Sub-Contracting" means the primary contractor's assigning or leasing or making out work to, or employing,

(l) "Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

(m) "Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

(n) "Individual" an individual shall mean an MLM person;

(o) "The Client" means the Molemole Local Municipality.

(p) “Companies and Shares” shall be read so as to include Close Corporations and member’s interest’s *mutatis mutandis*;

(q) “Executive Management Committee” shall mean a committee comprising the Client’s Heads of Divisions and any other Manager so invited.

(r) “Historically Disadvantaged Individual (HDI)” means a South African citizen –

(1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and/ or

(2) Who is a female; and / or provided that a person who obtained South Africa n citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

(s) “Tender” means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods;

(t) “Collusion” means an intentional and unlawful agreement by two or more companies/firms which is intended or calculated to misrepresent facts or defraud with the sole purpose of influencing the procurement process thereby prejudicing the interests of the service provider.

2. PREAMBLE

The Molemole Local Municipality resolves in terms of section 111 of the Local Government Municipal Finance Management Act (No. 56 of 2003), to adopt the following proposal as the Second Amended Supply Chain Management Policy of the municipality. **The full SCMP is available at the municipality.**

TABLE OF CONTENTS

1. Bid documentation for competitive bids

1. The criteria to which bid documentation for a competitive bidding process must comply, must –

- (a) take into account –
 - (i) the general conditions of contract and any special conditions of contract, if specified;
 - (ii) any Treasury guidelines on bid documentation; and
 - (iii) the requirements of the Construction Industry Development Board, in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;
- (b) include the preference points system to be used, goals as contemplated in the Preferential Procurement Regulations and evaluation and adjudication criteria, including any criteria required by other applicable legislation;
- (c) compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;
- (d) if the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–
 - (i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –
 - (aa) for the past three years; or
 - (bb) since their establishment if established during the past three years;
 - (ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitment for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days;
 - (iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic; and
- (e) stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

Public invitation for competitive bids

2. (1) The procedure for the invitation of competitive bids, is as follows:

- (a) Any invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the **municipality** or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin); and
- (b) the information contained in a public advertisement, must include –
 - (i) the closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (VAT included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper, subject to subparagraph (2) of this policy;

- (ii) a statement that bids may only be submitted on the bid documentation provided by the **municipality**; and
- (iii) date, time and venue of any proposed site meetings or briefing sessions.;

(2) The accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency any exceptional case where it is impractical or impossible to follow the official procurement process.

(2) Bids submitted must be sealed and deposited into the municipal Tender Box or as directed by the Bid Advertisement documents.

(3) Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies.

(4) The municipality reserves the right to sell Bid documents at a non-refundable fee determined from time to time as per the different scope of works, goods and services to be procured and sourced.

(8) The 80/20 or 90/10 Preference point systems

8.1 The following must be taken into consideration when applying the 80/20 or 90/10-point system when evaluating bids;

- (i) the bidder obtaining the highest number of points will be awarded the contract, unless there are legally justifiable reasons not to do so.
- (ii) preference points shall be calculated after prices have been brought to a comparative basis, that is the price after all unconditional discounts that can be utilized have been taken into consideration;
- (iii) points scored will be rounded off to the 2 decimal places;
- (iv) in the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of preference points for B-BBEE. In the event of a tie after considering preference points for B-BBEE, then a lot will be drawn to make an award decision.

(9) Points awarded for price (Formula).

(i) A maximum of 80 or 90 points is allocated for price as per the formula outlined below;

80/20 (100)	or	90/10 (100)
< R50 000 000.00		> R50 000 000.00
$P_s = 80(1 - \frac{P_t - P_{min}}{P_{min}})$		$P_s = 90(1 - \frac{P_t - P_{min}}{P_{min}})$
P_{min}		P_{min}

Where

- P_s = Points scored for comparative price of the bid / offer under consideration;
- P_t = Comparative price of bid / offer under consideration; and
- P_{min} = Comparative price of lowest acceptable bid / offer.

- (ii) For contracts with a value of less than R50 000 000.00 (<R50 000 000.00) a maximum of 20 points for B-BBEE preference points may be claimed and points obtained to be added to the points obtained for price to obtain aggregate score for each bidder
- (iii) For contracts with a value of greater than R50 000 000.00 (>R50 000 000.00) all applicable taxes included a maximum of 10 preference points for B-BBEE may be claimed and points obtained to be added to the points obtained for price to obtain aggregate score for each bidder
- (iv) Depending on the nature of the appointment and scope of works, if the bidder to be appointed is from outside the area of jurisdiction of the Molemole Local Municipality as its determined locality, that bidder shall be required to subcontract at least 30% of the total scope of works to a locally-SMME-based contractor registered on the municipal database.

10) Subject to sub-regulation 29 (11) points must be awarded to a bidder attaining their B-BBEE status level of contributor in accordance with the table below -

BBBEE STATUS LEVEL CONTRIBUTOR	NUMBEROFPOINTS[80/20]	NUMBEROFPOINTS[90/10]
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant Contributor	0	0

(11) A maximum of 20 points may be allocated in accordance with sub-regulation (10) in instances where 80/20-point system is applied or 10 points in instances where 90/10-point system is applied.

(12) The points scored by a bidder in respect of the level of B-BBEE contribution contemplated in subregulation (10) must be added to the points scored for price as calculated in accordance with sub-regulation (9).

(13) The contract must be awarded to the bidder who scored the highest number of points unless otherwise that is done in accordance with section 2 (1) (f) of the Act.

9.12 CONTRACTUAL AGREEMENT

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

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

9.13 TAX CLEARANCE CERTIFICATE

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

In cases where the successful tenderer has only submitted a letter from SARS, the tenderer will be given seven (7) working days to submit the original Tax Clearance Certificate. Failure to do so, shall lead to the disqualification of the tenderer. The tenderer with the second highest points shall be awarded the contract.

9.14 Variations

The client shall have the right to reduce or increase the scope of work by no more than 30% of the tendered amount.

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
Waterfall Park / Postnet Suite 81
Howick Gardens / Private Bag X65
Vorna Valley / Halfwayhouse
Becker Street / 1685
Midrand
Tel : (011) 805-5947
Fax : (011) 805-5971
Contact Person : Angeline Aylward

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

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2004. 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 2004
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

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

C3.4.2.3 Project Specifications Relating to Standard Specifications

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

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

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

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

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

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

SECTION	DESCRIPTION
1200	GENERAL REQUIREMENTS AND PROVISIONS
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
1400	HOUSES, OFFICES AND LABORATORIES FOR THE ENGINEER'S PERSONNEL
1500	ACCOMMODATION OF TRAFFIC
1700	CLEARING AND GRUBBING
1800	DAYWORKS
2200	PREFABRICATED CULVERT STRUCTURE
2300	CONCRETE KERBING, CONCRETE CHANNELING, OPEN CHUTES
3100	BORROW MATERIALS
3300	MASS EARTHWORKS
3400	PAVEMENT LAYERS OF GRAVEL MATERIALS
3500	STABILIZATION
4100	PRIME COAT
4200	ASPHALT BASE AND SURFACING
5100	PITCHING, STONework, ETC.
5600	ROAD SIGNS
5700	ROAD MARKINGS
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS
8100	TESTING MATERIALS AND WORKMANSHIP

1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

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

B1204 PROGRAMME OF WORK

(a) General requirements

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

Add the following after the third paragraph:

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

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

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

(b) Programme of work for rehabilitation work

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

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

Add the following at the end of this clause:

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

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

Add the following:

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

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

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

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE

CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following sub clause:

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

B1222 USE OF EXPLOSIVES

Add the following 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."

B1229 SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

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

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

Part 1: Common cements.

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

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
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

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I or CEM II must be used for all structural concrete. CEM II/A-L or CEM II/B-L must be used as stabilizing agent for road layer works.”

Add the following new clauses:

“B1230: IN-SERVICE AND STRUCTURED TRAINING

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

(a) Details of in-service and structured training

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

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

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

(b) Lead time for training

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

B1231 COMMUNITY LIAISON OFFICER (CLO)

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

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal working day will extend from 07:15 in the morning until 15:15 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a “labour desk”.
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period

for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer, in terms of the sectorial determination 2: Civil engineering Sector (Task grade 3).

(c) Period of employment of the community liaison officer

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

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 6 of the General Conditions of Contract 2004, 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 6 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
 - o Describes the organisation of work.
 - o Contains aspects concerning the protection of the employees and other persons' health and safety.
 - o Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number.

B12.35 MEASUREMENT AND PAYMENT

Add the following items:

“ITEM	UNIT
B12.01 Provision for a Community Liaison Officer	
a) Provisional sum for the payment of the Community Liaison Officer	Provisional Sum
b) Handling costs and profit in respect of sub-item B12.01 (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 B12.01 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.

ITEM	UNIT
B12.02 Project Steering Committee	
a) Provisional Sum for the payment of travel cost incurred by Steering Committee members for attending Steering Committee meetings	Provisional Sum
b) Handling costs and profit in respect of sub-item B12.03 (a)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract. Compensation for transport for the members of the Project Steering Committee shall be made at a rate of R200/ month. This will cover for transport cost to and from the PSC meeting, site meeting and any other meeting deemed necessary to fulfil their obligations.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.03 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.

"ITEM	UNIT
B12.03 Relocation and protection of existing services	
a) Relocation, including lowering or raising, protection and/or repair of existing services which are not allowed for under any other items in the schedule of quantities	Provisional Sum
b) Handling costs and profit in respect of sub-item B12.03 a)	Percentage (%)

The stated provisional sum is for the protection or relocation, including lowering or raising and/or repair of services if required. The stated sum or part thereof shall only be expended as ordered by the Employer's Agent."

"ITEM	UNIT
B12.05 Construction information board	Number (No.)

Payment for Information/construction board as per drawing s issued by the Employer's Agent."

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 contingencies and 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."

The Works shall be completed within 2 consecutive financial years as envisaged by the employer, measured from commencement/site hand-over date to due completion date.

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-items:

ITEM	UNIT
B14.03 Office and laboratory fittings, installations and equipment	
"B1403 (b) (ix) Provision of cellular telephones	
1. Provision of cellular telephones	PC sum
2. Cost of cellular calls and other charges	PC sum
3. Handling cost and profit in respect of sub-item B14.03 (b)(ix) (1)(2)	Percentage (%)

The unit of measurement for sub-sub-item B14.03 (b) (ix)1 shall be the number of cellular telephones supplied to the engineer's site supervisory staff. The tendered rate shall include full compensation for the purchasing of the cellular phones inclusive of any fixed contract costs with the service provider.

Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under sub-item B.14.03

(b)(ix) 2, which shall include full compensation for the handling costs of the contractor, and the profit in connection with the payment of the cost of calls and other charges relating to the use by the engineer's 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

Add the following items:

"ITEM	UNIT
B15.15 Penalty to be conducted for non-compliance with requirements For accommodation of traffic	
(a) Fixed penalty for occurrence	Number (No.)
(b) Time related penalty	Hours (h)

The Contractor shall enforce a penalty for the non-compliance with the requirements for the accommodation of traffic. The penalty shall be either occurrence based or time based, depending on the infringement."

1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

Add the following:

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

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

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

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

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

Add the following:

"Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work due to the steep side slopes of the embankments. An additional pay-item is allowed

for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner.”

B1704 MEASUREMENT AND PAYMENT

Change item 17.01 to read as follows:

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

Measurement and payment for sub-items (a) and (b) shall be as specified for item 17.01 of the standard specifications.”

1800 : DAYWORK SCHEDULE

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

Add the following:

B1801 SCOPE

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

B1802 ORDERING OF DAYWORK

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

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following daywork items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers:	
	(a) Unskilled	Hour (h)
	(b) Semi-skilled	Hour (h)
	(c) Skilled	Hour (h)
	(d)Ganger	Hour (h)
	(e) Flagmen	Hour (h)
B18.03	(a) Plant	
	(b) Cat D7H Dozer or equivalent	Hour (h)
	(c) Cat 350 Excavator or equivalent	Hour (h)
	(d) Cat 428 TLB or equivalent	Hour (h)
	(e) Cat 140G Grader or equivalent	Hour(h)
	(f) Cat 930 loader or equivalent	Hour (h)
	(g) Bomag BW90 Pedestrian	Hour(h)
	(h) Roller	Hour(h)
	(i) Watercart 5 000 l	Hour(h)
	(j) Tractor- trailer combination	Hour(h)
	(k) 5 m3 Tippers	Hour(h)
	(l) 10 m Tippers	Hour (h)
	(m) Chainsaw	Hour (h)
B18.03	(a) LDV	Km
	(b) Flatbed truck	Km

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

The tendered rates shall include full compensation for all cost items including overheads,

head-office expenses and profits as described in subclause 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.”

B2107 MEASUREMENT AND PAYMENT

2200: PREFABRICATED CULVERTS

B2201 SCOPE

Add the following:

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

The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the engineer has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The engineer must be given the opportunity to load test units if he considers this necessary".

B2203 MATERIALS

(f) Skewed Ends

Delete the second and third paragraphs and substitute with the following:

"Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wingwalls and headwalls".

B2204 CONSTRUCTION METHODS

Add the following:

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

(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01."

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following subclauses:

"(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01.

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

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

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

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

Replace with the following:

"In accordance with the drawings, transverse construction joints are required in cast in situ concrete invert slabs for portal culverts. In addition, longitudinal construction joints as shown on the drawings between the invert slabs of each of the barrels of multiple culverts are required. Allowance for measurement and payment for a Class F1 surface finish and soft board in these joints is made in the bill of quantities. No payment shall be made for formwork on the outside edges of invert slabs (closest to excavated face).

All culverts (precast as well as in situ) shall be constructed with an in situ reinforced concrete floor laid on a 75mm concrete screed".

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

B2211 BACKFILLING OF PREFABRICATED CULVERTS

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

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(b) Concrete work

Add the following:

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

U2 surface finish.”

(h) Prefabricated inlet and outlet structures

Add the following:

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

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

B2301 SCOPE

Add the following:

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

Type A	:	In situ concrete channel, 0,8m wide on fills
Type B	:	Precast concrete kerbing, semi-mountable (SABS 927-1969)
Type C	:	In situ concrete kerbing at intersections
Edge beam	:	In situ concrete kerbing at farm access and bus stops
Type E, F1 & F2	:	In situ concrete “V”-shaped channels in side drains and open drains.”

B2302 MATERIAL

Add the following new sub clauses:

(e) Metal pipes

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

B2304 CONSTRUCTION

(d) Slip form kerbing

Add the following:

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

(e) Cast in situ kerbs and channels

Add the following:

“Forming and templates used to form joints between alternate sections shall be of steel plate

of which the thickness shall not be less than 5mm.”

Add the following new sub clauses:

(i) Construction sequence

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

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

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

Add the following sub clause:

(k) Formwork and finish

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

Change item 23.01 to read as follows:

“ITEM		UNIT
B23.02	Concrete kerbing:	
(a)	Procurement of concrete kerbing	
(i)	Figure 8c	Prov. Sum
(ii)	Figure 7	Prov. Sum
(b)	Handling costs and profit in respect of subitem B23,01(a) (i) and (ii)	Percentage (%)
(c)	Installation of concrete kerbing (Labour rate excluding procurement of kerbs)	metre (m)

Measurement and payment for sub-items (a), (c) and (b) shall be as specified for item 23.02 which shall include full compensation for handling cost of the contractor and the contractor's profit.”

3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

Add the following to sub-clause 3102(a):

“Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer’s representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor.”

B3103 OBTAINING BORROW MATERIALS

(a) General

Add the following:

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

(b) Use of borrow materials

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

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

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

Add the following:

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

(f) Protecting borrow pits

Add the following:

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

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

Add the following new sub clause:

“(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as

instructed by the engineer and shall be maintained at the contractor's own cost to the satisfaction of the engineer."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

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

B3108 MEASUREMENT AND PAYMENT

Change item 31.01 to read as follows:

"ITEM	UNIT
B31.01 Excess overburden:	
(a) Depth up to and including 0,5m	cubic meter (m³)
(b) Depth exceeding 0,5m and up to 1,0m	cubic meter (m³)

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

Add the following new item:

"ITEM	UNIT
31/B31.10 Borrow-pit game proof fencing	
(a) Provisional sum for the erecting of 1.8m height, with provision of gate fencing around borrow pit.	Prov. Sum
(b) Handling costs and profit in respect of subitem 31/B55.10(a)	Percentage (%)

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

3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

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

(c) Preparing and compacting the roadbed

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

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

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

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

(d) Benching

Add the following:

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

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

B3308 FINISHING THE SLOPES

(d) General

Add the following:

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

3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add the following:

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

B3405 CONSTRUCTION TOLERANCES

(e) Cross-section

Delete the second paragraph and replace with the following:

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

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

(f) Surface regularity

Add the following:

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

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

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

SECTION 4200 : ASPHALT BASE AND SURFACING

B4215 MEASUREMENT AND PAYMENT

Amend payment item as follows:

“ITEM		UNIT
4200	4200: ASPHALT BASE AND SURFACING	
B42.02	Asphalt surfacing	
(a)	Continuously graded hot-mix asphalt using:	
(i)	60/70 pen, 30 mm thick medium grade	Prov. Sum
(b)	Handling cost and profit in respect of sub-Item	
	B42.07 (a)	Percentage (%)

The tendered percentage under Item B42.07 (b) is a percentage of the amount actually spent under Item B42.07 (a) which shall include full compensation for handling cost of the contractor and the contractor's profit.”

“ITEM	UNIT
B42.08 100 mm cores in asphalt paving	Number (No)

Amend the 1st sentence by adding the following after the word “drilled....” “Irrespective of depth of the core.”

Add the following additional payment item:

“ITEM	UNIT
B42.21	Construction of Speed Humps - According to the Drawings issued by the Engineer
	Number (No)

“The unit of measurement is the meter of speed hump's constructed as shown on the drawings or as directed by the Employer's Agent.”

5600 : ROAD SIGNS

B5601 SCOPE

"This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the Employer's Agent."

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

"The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Employer's Agent with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(a) (ii) Steel profile road signboards

Add the following:

"Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour."

B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

"(e) Application of retro-reflective material

All sign faces shall be faced with class 1 grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification. All sign lettering and symbols are to be class 1 retro-reflective material with the exception of direction signs which is to be Class III retro-reflective material.

For W405, W406, R1 and W409 signs, the sign faces shall be Class III retro-reflective material and the lettering and symbols shall be Class III retro-reflective material."

B5605 STORAGE AND HANDLING

Add the following:

"The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air."

B5606 ERECTING ROAD SIGNS**(c) Erection**

Add the following:

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Employer’s Agent.”

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

B5609 MEASUREMENT AND PAYMENT

ITEM	UNIT
B56.01 Road sign boards sign faces with painted or coloured background. Symbols, lettering and borders in engineering-grade retro-reflective material, where the sign board is constructed from:	
Amend the last two lines of the second paragraph to read:	
“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.	

Add the following pay items:

“ITEM	UNIT
B56.10 Danger plates at culverts/structures:	
(a) Type W401/W402 back-to-back at culverts (1200mm height)	Number (No.)

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

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

5700: ROAD MARKINGS

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be 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)	km

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.”

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

B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

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

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

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

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

CONTENTS

C3.4.3.1.1	INTRODUCTION
C3.4.3.1.2	SCOPE
C3.4.3.1.3	GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS
C3.4.3.1.4	OPERATIONAL CONTROL
ANNEXURE 1:	MEASURING INJURY EXPERIENCE
ANNEXURE 2:	EXECUTIVE SHE RISK MANAGEMENT REPORT
ANNEXURE 3:	LIST OF RISK ASSESSMENTS

Introduction

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

The Client's further duties are as in C3.5.1.3.1.1. Below and in the Construction Regulations, 2003

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Molemole Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

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

Scope

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

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

General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by MLM as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as 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 MLM before mobilisation on site commences.

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

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

(ii) Review of Risk Assessments

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

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

(b) Legal Requirements

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

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.

* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

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

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

	Ref. Section/Regulation in OHS Act
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

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

The Principal Contractor must, furthermore, provide the 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 MLM may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

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

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

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

- * Notification of Construction Work (Construction Regulation 3.)
- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * 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

MLM 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 the 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 the 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 the 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 MLM OH&S meetings and

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

(i) Checking, Reporting and Corrective Actions

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

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

(ii) Other Audits and Inspections by the Municipality:

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

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

Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

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

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

Measurement and Payment

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates

for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Item	Unit
C1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

Item	Unit
C1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month

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

Item	Unit
C1.3 Submission of the Health and Safety File	Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

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-contractors (No. of Employees X *220 each)

* Staff (No. of Employees X *220 hours each)

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

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

No. of Employees: The actual or average number of employees employed

For the period under review

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

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

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

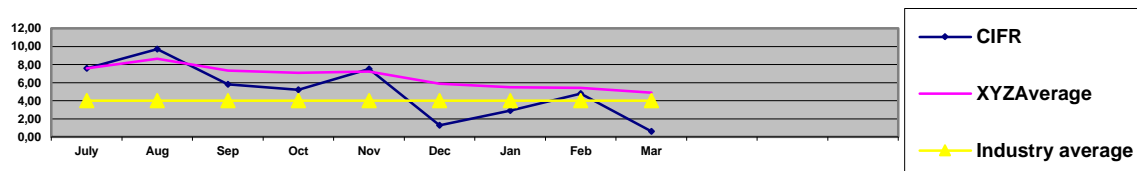
All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

CIFR = Total No. of Claims against the Workmen's Compensation Fund X 200 000

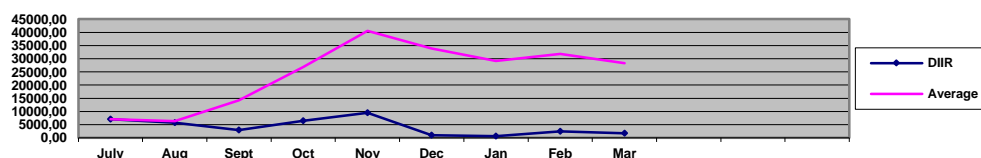
Manhours worked



2.2. Disabling Injury Incidence Rate (DIIR)

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

Manhours



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 AND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

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

8.3. Noise

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

9. ENVIRONMENTAL MEASURES

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

10. ACHIEVEMENTS/AWARDS

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

SHE Risk Manager

2002.09.27

ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions, Sheltered eating area, Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise, Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions-Trenching-Shoring-Drainage of trench
- * Welding including
 - Arc Welding-Gas welding-Flame cutting-Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine-Excavator-Bomag roller-Plate compactor
 - Front end loader-Mobile cranes and the ancillary lifting tackle-Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise

- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

C3.4.3.2.1	SCOPE
C3.4.3.2.2	DEFINITIONS
C3.4.3.2.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
C3.4.3.2.4	LEGAL REQUIREMENTS
C3.4.3.2.5	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
C3.4.3.2.6	TRAINING
C3.4.3.2.7	ACTIVITIES/ASPECTS CAUSING IMPACTS
C3.4.3.2.8	ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
C3.4.3.2.9	RECORD KEEPING
C3.4.3.2.10	COMPLIANCE AND PENALTIES
C3.4.3.2.11	MEASUREMENT AND PAYMENT

SCOPE

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

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

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

The EMP identifies the following:

Construction activities that will impact on the environment

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

Actions that shall be taken in the event of non-compliance

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.IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to sub clause 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.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 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 Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff, the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

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.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

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.

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.

C3.4.3.2.8.COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings. Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

- | | | |
|---|---|------------------|
| • 2600mm girth or less | : | 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 |

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).
incident | : | 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

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	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 2400	- Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3400 3900	- Pavement layers	Waste treatment Hazardous waste Water supply	Selection of site Preserve indigenous vegetation	Selection of site	Preserve indigenous vegetation	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Spillage Storage Noise / lights Dust control	Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Preserve indigenous vegetation Preserve topsoil	Preserve topsoil Management of weeds	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
5000	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	TBA	TBA
2	FLAGMEN	TBA	TBA
3	CONCRETE HANDLING, PLACING AND FINISHING	TBA	TBA
4	GUARDRAILS	TBA	TBA
5	BITUMINOUS ROAD SURFACING	TBA	TBA

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

ITEM

UNIT

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)	Provisional 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****C3.4.3.4.2 INTERPRETATIONS****C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS****C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED****C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES****C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE****C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES****C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE****C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES****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 possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part 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 Sub clause 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

UPGRADING OF PHAUDI INTERNAL STREETS FROM GRAVEL TO SURFACE

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

<u>C4.1</u>	SITE INFORMATION.....
C4.2	LOCALITY PLAN.....

C4.1 Project Location

The project is situated approximately 90km North west out of mogwadi in the Molemole Local Municipality of the Capricorn District. The coordinate positions of the settlement are: 23° 30' 05.01" S and 29° 08' 41.90" E " .

C4.2 Layout plan



PART C5: ANNEXURES

<u>C5.1</u>	<u>PROFORMA DOCUMENTS</u>
<u>C5.2</u>	<u>COVID 19 REGULATIONS</u>
<u>C5.3</u>	<u>CONTRACT DRAWINGS</u>

PROFORMA DOCUMENTS

The following is a list of pro forma documents and examples that are required to be completed by the successful tenderer.

<u>C5.1.1</u>	<u>RETENTION MONEY GUARANTEE PROFORMA</u>	172
<u>C5.1.2</u>	<u>EXAMPLE OF ABE DECLARATION AFFIDAVIT</u>	174
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<u>C5.1.4</u>	<u>FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT</u> ...	177
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<u>C5.1.7</u>	<u>FORM RDP 13(E) : ENGINEERING TRAINING REPORT</u>	180
<u>C5.1.8</u>	<u>FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT</u>	181

RETENTION MONEY GUARANTEE PROFORMA

EXAMPLE

Molemole Local Local Municipality
Private Bag X 44
Mogwadi
0715

Guarantor.

FOR INFORMATION ONLY:
This Guarantee is not to be
completed and signed by the

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 atfor and on behalf of

on this the day ofin the year

GUARANTOR:

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

ADDRESS ADDRESS

.....

.....

EXAMPLE OF ABE DECLARATION AFFIDAVIT

(Facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
- Postal address :
- Telephone no. :Fax no
- Contact person :
- VAT registration no. :

2. Type of firm (tick as appropriate)

- Partnership.....
- One person business/sole trader.....
- Close corporation: registration no.....
- Date of registration.....
- Company: registration no.....
- Pty Ltd: registration no.....

3. Principal Business Activities :

4. Service/work to be performed on this contract:

5. Participation in this contract

- as a Sub-contractor Yes/No
- in a Joint Venture Yes/No
- with main contractor Yes/No
- with a sub-contractor Yes/No

6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,,
being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

Telephone no.

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.

EXAMPLE

FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2021										
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMALE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								
		Others (o)								
TOTALS										
GRAND TOTALS										

EXAMPLE

FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.....

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2021				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
TOTALS				

EXAMPLE

FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.....

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF										2021	
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING		
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE	
					MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	
TOTAL											
TOTAL ALL TRAINEES											

EXAMPLE

FORM RDP 13(E) : ENGINEERING TRAINING REPORT

CONTRACT NO.....

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2021										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE		
TOTAL										
TOTAL ALL TRAINEES										

EXAMPLE

FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2021						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

C5.2 COVID 19 REGULATIONS



The South African Institution of Civil Engineering

- 1. Dealing with the effects of COVID-19 in the ambit of the**
- 2. SAICE Suite of GCC Contracts**

Version 2

1 April 2020

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- Dealing with the effects of COVID-19 in the ambit of the SAICE GCC Contracts

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DISCLAIMER

The South African Institution of Civil Engineering, referred to hereinafter as "SAICE", provides the information published in this document and that may relate to any of its publications, including any information related to the *SAICE Suite of Contracts and its companion publications*, in good faith and without prejudice. Any advice or guidance provided in this document must be construed on the premise that the specific clauses referred to in the document have not been amended in the Contract Data, for a specific contract under consideration.

For the purposes of this document the *SAICE Suite of Contracts and its companion publications* explicitly include the following publications:

- ISBN No 978-0-6399234-0-6
General Conditions of Contract for Construction Works, Third Edition, 2015, 2nd Print – also referred to hereinafter as "GCC 2015" or "GCC";
- ISBN No 978-0-6399234-1-3
Guide to the General Conditions of Contract for Construction Works Second Edition 2015, 2nd Print – also referred to hereinafter as "Guide";
- ISBN 978-0-6399234-2-0
General Conditions of Subcontract for Construction Works First Edition (2018), 1st Print – also referred to hereinafter as "GCSC 2018";
- ISBN 978-0-6399234-3-7
- **General Conditions of Contract for Construction Works (Simplified Form) First Edition (2018), 1st Print** – also referred to hereinafter as "SGCC 2018"; and
- ISBN 978-0-6399234-4-4
General Conditions of Contract for Construction Works (Short Form) First Edition (2018), 1st Print – also referred to hereinafter as "GCCSF 2018".

Anyone using the information provided in this document and in the above-named publications does so at own risk, and the South African Institution of Civil Engineering, or its Divisions, Branches, Employees, Volunteers, Contractors, Trainers and anyone else associated with the South African Institution of Civil Engineering, do not accept any responsibility whatsoever for the interpretation and use of the information provided here.

ABOUT THIS DOCUMENT

This Version of the document may undergo amendments and re-release. Users are advised to monitor the SAICE website at www.saice.org.za for subsequent versions that supersede this version.

This document has been compiled by the Contractual Affairs Subcommittee of the SAICE Project Management and Construction Division. Inputs were received from all Subcommittee members and moderated and collated under the leadership of Theunis van Zyl. Subcommittee members at the time of publication of this version of the document, were:

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COVID-19 and the SAICE Suite of GCC Contracts

1. Background and Scope of this Document

Over the past months, the worldwide COVID-19 pandemic has also started having an effect on South Africa and many of its economic sectors.

The South African construction industry is one of the industries which is severely affected not only by a national lockdown, but also by other unforeseen situations related to prevailing conditions that may be related to the COVID-19 pandemic. Most construction projects have become under threat within a short period of time resulting in unforeseen delays, disruptions and additional costs, as caused by the COVID-19 pandemic.

This document analyses the generic impact on construction projects under the SAICE Suite of Contracts and gives guidance on the roles, rights, obligations and remedies of the Employer, Contractor and Subcontractor under conditions related to the COVID-19 pandemic.

The SAICE Suite of Contracts includes the following publications:

General Conditions of Contract for Construction Works, Third Edition, 2015, 2nd Print – also referred to as “GCC 2015” or “GCC”;

General Conditions of Subcontract for Construction Works First Edition (2018), 1st Print – also referred to as “GCSC 2018”;

- **General Conditions of Contract for Construction Works (Simplified Form) First Edition (2018), 1st Print** – also referred to as “SGCC 2018”; and

General Conditions of Contract for Construction Works (Short Form) First Edition (2018), 1st Print – also referred to as “GCCSF 2018”.

This document does not cover previous editions such as the GCC 2010.

2. Proclamation of National State of Disaster

As a result of the COVID-19 pandemic, a National State of Disaster for South Africa was proclaimed on 15 March 2020 by the Minister of Cooperative Governance and Traditional Affairs in terms of the Disaster Management Act, 2002.

Government Gazette No 43096 of 15 March 2020 contained Notice 313 wherein the Declaration of a National State of Disaster appeared.

After the proclamation of the National State of Disaster, Regulations were published in the following Separate Gazettes:

43178 30-3 StateBudget
43179 30-3 SARS
43180 30-3_NatTreas
43181 30-3 NatTreas
43182 30-3 SocialDev
43183 30-3 Transport

43169 27-3 SARB
43170 27-3 ProcDPSA
43171 27-3 NatTreasury
43173 27-3 EnvAff
43174 27-3 EnvAff
43172 27-3 MineralResources
43175 27-3 DTI
43176 27-3 Transport
43177 27-3 DTI
43150 26-3 SAQA
43151 26-3 Energy
43152 26-3 Labour
43153 26-3 NationalTreasury
43154 26-3 HighEduTraining
43155 26-3 SResBank
43156 26-3 SARS
43157 26-3 Transport
43158 26-3 Transport
43159 26-3 Transport
43160 26-3 Transport
43161 26-3 Labour
43162 26-3 HomeAffairs
43163 26-3 Transport
43164 26-3 Telecommunications
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43139 25-3 Labour
43140 25-3 Labour
43141 25-3 DTI
43142 25-3 Presidency
43143 25-3 SocialDev
43147 25-3 COGTA

- **43148 25-3 COGTA**
43131 24-3 NationalTreasury
43132 24-3 Icasa
43133 24-3 Icasa
43134 24-3 DTI
43126 23-3 Labour
43125 23-3 Energy
43124 23-3 ArtsCulture
43128 23-3 CoopGov
43129 23-3 ICASA
43130 23-3 ICASA
43127 23-3 DTI
43117 20-3 ChiefJustice
43118 20-3 Labour
43119 20-3 Labour
43120 20-3 Labour
43121 20-3 Labour
43122 20-3 CoopGovernance

43123 20-3 DTI
43112 19-3 Labour
43111 19-3 Labour
43113 19-3 Transport
43116 19-3 DTI
43115 19-3 ICASA
43114 19-3 DTI
43101 18-3 SARS
43102 18-3 Labour
43104 18-3 Labour
43103 18-3 Transport
43105 18-3 Transport
43107 18-3 COGTA
43099 17-3 NationalTreasury
43097 16-3 HigherEduTrain
43098 16-3 Labour
43096 15-3 CoOperativeGovTradAff

3. Proclamation of Restriction on the Movement of Persons and Goods

Government Gazette No 43148 of 25 March 2020 contained Notice No R.398.

The definition of *lockdown* appeared under Section 8 under “CHAPTER 2, Subsection 11A”.

Restriction on the *movement* of persons and goods appeared under Section 8 under “CHAPTER 2, Subsection 11B”.

Implementation of Notice No R.398 became effective on 23:59 on Thursday, 26 March 2020, and the implementation was to stay effective until 23:59 on Thursday 16 April 2020.

4. Definitions of “lockdown” and “movement”

For the purpose of this document, the definitions of “lockdown” and “movement” shall be the same as given in Government Gazette No 43148 of 25 March 2020 which contained Notice No R.398 wherein the definitions of lockdown and movement appeared under Section 8 under “CHAPTER 2, Subsection 11A”. The definitions are reproduced as follows:

***'lockdown'** means the restriction of movement of persons during the period for which this regulation is in force and effect namely from 23H59 on Thursday, 26 March 2020, until 23H59 on Thursday 16 April 2020, and during which time the movement of persons is restricted; and*

***'movement'** means entering or leaving a place of residence or, in the case of people not ordinarily resident in the Republic, their place of temporary residence while in the Republic.*

For the purpose of this document, all references to the defined specific above term of “lockdown” has been capitalised, for example, “*the period before the Lockdown*” means “*the period before the original lockdown as proclaimed in Government Gazette No 43148 of 25 March 2020 which contained Notice No R.398 wherein the definitions of lockdown and movement appeared*”.

5. The three COVID-19 Scenarios

Three possible COVID-19 scenarios have been identified:

SCENARIO 1: Before Lockdown

This scenario applies specifically to only the period before Lockdown.

During this time, a Contractor (or Subcontractor) may have experienced loss of resources (labour) through no fault of his own, but which was attributable to the COVID-19 pandemic before any legislation was promulgated to counter the pandemic.

This is when one or more members of his labour force were tested positive (or were in contact with one or more members who were tested positive), and was duly ordered into quarantine by a medical professional or statutory authority, or died from the pandemic.

Consequently, the Contractor (or Subcontractor) was left with a reduced workforce which resulted in delay(s) and additional costs to the Contract. Such instances are subject to written proof such as a medical certificate or death certificate, and will have to be submitted to support a contractual claim.

It may also be a case where the Contractor (or Subcontractor) experiences delay(s) or additional costs due to a delay in the manufacturing, supply and delivery of materials or plant to the Site due to the impact of the COVID-19 pandemic on a manufacturer or supplier.

SCENARIO 2: During Lockdown

This scenario applies separately to:

- the original Lockdown period; and
- each subsequent lockdown period.

During this time, a Contractor (or Subcontractor) and his employees and other members of his workforce are legally prevented from movement due the Lockdown. He therefore was prevented to progress with the execution of the Works (or Subcontract Works).

Failure to achieve a successfully “flattened” curve may not only have led to a likely extension of the Lockdown, but perhaps to multiple extensions of the Lockdown.

All separate Gazettes related to the various different activities and spheres of population that came forth from the original lockdown may then be made to re-apply. Such instances are subject to written proof of the relevant legislation which must be submitted to support a contractual claim.

SCENARIO 3: After Lockdown

This scenario applies separately to:

- the period after the original lockdown period; and
- each separate period after each of multiple lockdown periods subsequent to the original lockdown period.

During this period, a Contractor (or Subcontractor) may have experienced loss of resources (labour) through no fault of his own, but which was attributable to the COVID-19 pandemic irrespective of whether any legislation was promulgated to counter the pandemic.

This is when one or more members of his labour force were tested positive for COVID-19 (or were in contact with one or more members who were tested positive), and was duly ordered into quarantine by a medical professional or statutory authority, or died from the pandemic.

Consequently, the Contractor (or Subcontractor) was left with a reduced workforce which resulted in delay(s) and additional costs to the Contractor (or Subcontractor). Such instances are subject to written proof such as a medical certificate or death certificate, and must be submitted to support a contractual claim.

It may also be a case where the Contractor (or Subcontractor) experiences delay(s) or additional costs due to a delay in the manufacturing, supply and delivery of materials or plant to the Site due to the impact of the COVID-19 pandemic on a manufacturer or supplier.

Clear distinction must be made by a Contractor between the various scenarios.

Scenario 1 and 2 differ because scenario 1 is not governed by legislation related to a lockdown, while scenario 2 is governed by legislation.

Scenario 1 and 3 differ because the Contractor's workforce (or supply of materials and/or plant) is foreseen to be affected differently by each of these scenarios because different skillsets (or key resources) are affected during each scenario (i.e. different sets of individuals from the Contractor's workforce for each scenario because of the temporal nature of the COVID-19 pandemic), and hence, different delays and additional costs shall apply to each scenario.

6. All current SAICE Forms of Contract deal with the COVID-19 scenarios

The three COVID-19 scenarios are those mentioned above.

The SAICE Suite of Contracts includes the following publications:

- ISBN No 978-0-6399234-0-6
General Conditions of Contract for Construction Works, Third Edition, 2015, 2nd Print – also referred to as “GCC 2015” or “GCC”;
- ISBN 978-0-6399234-2-0
General Conditions of Subcontract for Construction Works First Edition (2018), 1st Print – also referred to as “GCSC 2018”;
- ISBN 978-0-6399234-3-7
- **General Conditions of Contract for Construction Works (Simplified Form) First Edition (2018) , 1st Print** – also referred to as “SGCC 2018”; and
- ISBN 978-0-6399234-4-4
General Conditions of Contract for Construction Works (Short Form) First Edition (2018), 1st Print – also referred to as “GCCSF 2018”.

Each of the above-named forms of contract of the SAICE Suite of Contracts deals with the three above-named COVID-19 scenarios. In terms of Clause 4.3 of each of the above-named publications (or Clause 4.2.4 of the SGCC), a Contractor shall comply with all “*applicable laws, regulations, statutory provisions and agreements*”.

This document does not cover previous forms of contract published by SAICE in the past and which are not endorsed by the CIDB Standard for Uniformity such as, for example, the GCC 2010.

7. Flow Chart for a claim under the SAICE GCC Suite of Contracts

The flow diagram shown below is extracted from the Guide and is self-explanatory.

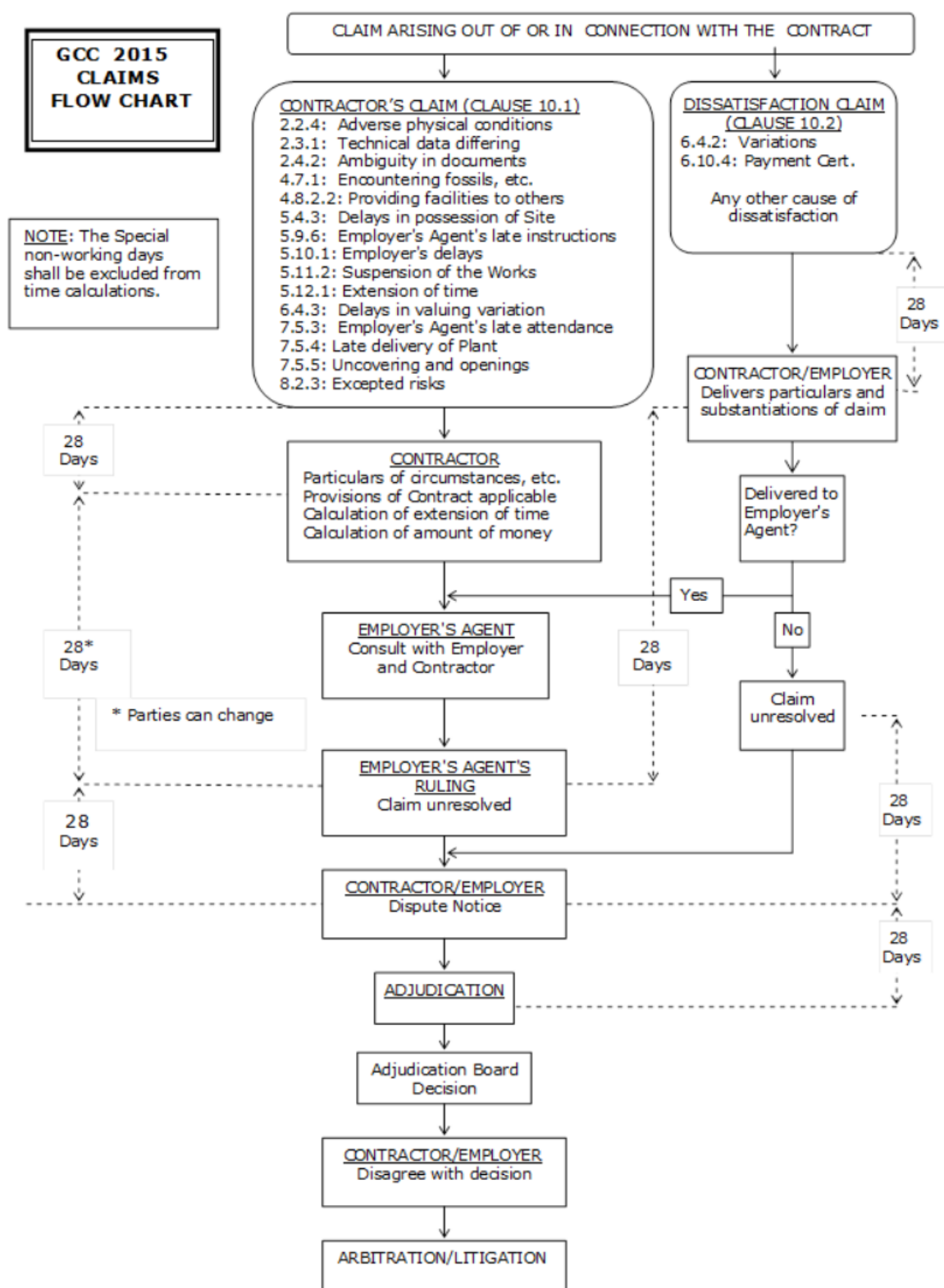


Figure 1: GCC 2015 Claims Flowchart

8. Standard Clauses from the SAICE GCC Suite that may relate to Claims

For the purposes of this document, it must be taken that all clauses apply “as they stand”. Should clauses have been amended, deleted or supplemented for a specific Contract, then this document may not apply or any guidance provided may be restrictive.

GCC 2015

- **GCC 2015 Clause 10: CLAIMS AND DISPUTES**

In terms of Clause 10.1.1.1 of the GCC 2015 the “Contractor shall within 28 days after the circumstance, event, act or omission giving rise to such a claim has arisen, or occurred, deliver to the Employer’s Agent a written claim”.

In terms of Clause 10.1.1.2 of the GCC 2015 provides that in the event that the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1 of GCC 2015, the Contractor shall, within the said 28 days, notify its intention to claim in terms of Clause 10.1.1.2.1, and deliver monthly updates (if the events of circumstances are ongoing) in terms of Clause 10.1.1.3 of GCC 2015.

In terms of Scenario 1 the Contractor should be able to comply with the provisions of Clause 10.1.1.1 of GCC 2015 within the 28 day period specified.

In terms of Scenario 2 the Contractor should only notify its intention to claim in compliance with Clause 10.1.1.2 of GCC 2015 as the actual (and not predicted) period of the Lockdown period can only be determined once the Lockdown (or extended, or even reduced) period comes to an end. The same applies to quantifying a claim for proven additional costs as proven additional costs can only be proved once it was incurred.

In terms of scenario 2, the circumstance or event should be interpreted to be the limitations, impacts and resultant effects on the progress of the Works, as imposed by *Government Gazette No 43148 of 25 March 2020* and issued as a result of the COVID-19 pandemic. The 28 day period to submit a notice of intention to make a claim should therefore commence to run from 25 March 2020.

In terms of Scenario 3 the Contractor should be able to comply with the provisions of Clause 10.1.1.1 of GCC 2015 within the 28 day period specified unless the events or circumstances are of an ongoing nature, then the provisions of Clause 10.1.1.2 of GCC 2015 should apply.

- **GCC 2015 Clause 5: TIME AND RELATED MATTERS**

- **Sub-Clause 5.4 Access to the Site**

- **Sub-Clause 5.4.3 Delays in giving possession**

A claim under the provisions of Clause 5.4.3 of GCC 2015, as a result of the COVID-19 pandemic, will only become applicable once the obligations in Clauses 5.3.1 and 5.3.3 of GCC 2015 have been discharged and on the premise that the Employer’s Agent’s instruction (or deemed instruction in terms of Clause 5.3.3 of GCC 2015) to commence carrying out the Works has been issued.

Upon the issuing of the instruction to commence carrying out the Works, the Employer has a duty to give the Contractor right of access and possession of the Site. If the Employer cannot now fulfil this obligation due to the limitations imposed by *Government Gazette No 43148 of 25 March 2020*, then the Contractor is entitled to submit a claim in accordance with Clause 10.1, 5.12, 5.12.2, 5.12.2.3, 5.12.2.4, 5.12.3 and 5.4.3 of GCC 2015. The 28 day period for such a claim only commence to run once the Contractor is given possession of the Site. A claim under Clause 8.3.1, 8.3.1.7 and 8.3.2 of GCC 2015 will not be applicable as the “*carrying out of the Works*” (Clause 8.3.2) has not commenced yet.

It should also be noted that once possession of the Site is given to the Contractor, it cannot be retracted due to the COVID-19 pandemic and the limitations imposed by *Government Gazette No 43148 of 25 March 2020* unless the Contract was duly terminated or Completion was achieved.

In the Imprefed¹ case, the judge ruled that once the Employer has given possession of Site (or portions successively) on due date (or due dates), this duty is discharged and the clause has no further function in the carrying out of the Contract. A subsequent deprivation of possession by the Employer, or someone acting on his behalf, does not reinstate the clause, though such conduct, if wrongful, would undoubtedly give rise to some other course of action in terms of the Contract.”

- **Sub-Clause 5.10.1 Delays attributable to the Employer**

Relevant Sub-Clause wording (from the GCC 2015):

“The Contractor may, in writing to the Employer’s Agent, demand compliance within a stated time by the Employer with the terms of the Contract, which terms shall be specified in such demand. If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor) in fulfilling any necessary obligations in order to enable the Works to proceed in accordance with the Contract, the Contractor shall be entitled to make a claim in accordance with Clause 10.1, for which purpose the time limit of 28 days provided in Clause 10.1.1.1 shall commence to run only from the time when compliance with the said terms has actually taken place.”

Relevant Sub-Clause interpretation (from the Guide):

“The intention of this clause is to allow the Contractor to claim (and not to terminate the Contract) if the Employer/Employer’s Agent withholds provision, approval, permission or consent not covered by the guidelines given in Clause 10.1 for claiming extension of time or additional payment. This includes matters such as the Employer’s failure to provide basic survey control points, permits necessary to construct the Works, or Construction Equipment, materials or labour set out in the Scope of Work to be provided by the Employer, or not returning the performance guarantee. It also covers the Employer’s Agent’s failure to determine the value of the Works or to issue required certificates, such as for payment and completion, and a service owner not relocating his service.

The Contractor must state a time within which the Employer must comply with the terms of the Contract. Such a time should take the approved programme into account. For example, SANS 1921-1, Clause 4.1.2(b) requires the Employer to obtain the necessary permits to construct a bridge across a railway line. If such a permit has not been obtained, the Contractor should demand compliance well in advance of the planned start of construction on the specific bridge. If the Contractor waits until the due date for the permit starts delaying the construction of the bridge, the time for the Employer to comply may become unreasonably short.

As in the case of delays in giving possession of Site and notified additional instructions and drawings required, the Contractor only needs to make his claim within 28 days of compliance with the demand and not when the lack of demanded action starts to cause delays and additional cost.”

Recommended Sub-Clause interpretation related to the COVID-19 pandemic:

The provisions of Clause 5.10.1 of GCC 2015 may only become applicable before the Lockdown period commenced and after the Lockdown period has ended and the Employer still has not given the Contractor access and possession of the Site after the end of the Lockdown period.

To place a demand on the Employer in terms of Clause 5.10.1 of GCC 2015 during the Lockdown period and to place any reliance on Clause 5.10.1 to pursue a claim in terms of Clause 10.1 of GCC 2015 will be misplaced as performance cannot be demanded in the event that it is legally impossible for the Employer to perform during the lockdown period.

- **SCENARIO 1: Before Lockdown**

This Sub-Clause may apply, as read with the guidance given under Clause 5.4.3, if the Contractor has not been given access to and possession of the Site.

¹ Imprefed (Pty) Ltd v National Transport Commission 1993 (3) SA 94 (A).

- **SCENARIO 2: During Lockdown**

This Sub-Clause does not apply if the Contractor wants to demand access to and possession of the Site.

- **SCENARIO 3: After Lockdown**

This Sub-Clause may apply, as read with the guidance given under Clause 5.4.3, if the Contractor has not been given access to and possession of the Site.

- **Sub-Clause 5.11 Suspension of the Works**

Suspension of the Works by the Contractor is only permissible if the Contractor has not been issued a payment certificate or full payment has not been made to the Contractor for a certified payment certificate.

Relevant Sub-Clause wording (from the GCC 2015):

“5.11.2 The Contractor shall, on the written order of the Employer's Agent stating the cause for suspension, suspend the progress of the Works, or any part thereof, for such time or times and in such manner as the Employer's Agent shall order.”

“5.11.4 Unless such suspension or alteration is otherwise provided for in the Contract, or by reason of some default or breach of the Contract by the Contractor, the Contractor shall in respect of delay to Practical Completion and/or to proven additional cost as a result of the suspension, be entitled to make a claim in accordance with Clause 10.1”

“5.11.6 If the progress of the Works, or any part thereof, is suspended in terms of Clause 5.11.2 for more than 84 days in total, the Contractor may deliver a written notice to the Employer's Agent requiring permission to proceed with the Works, or that part thereof in respect of which progress is suspended.

If such permission is not granted within 28 days after the Employer's Agent's receipt of the written notice, the Contractor may, by a further written notice to the Employer, elect to treat the suspension, where it affects only part of the Works, as an omission of such part under Clause 6.3 or, where it affects the whole Works, as a repudiation of the Contract by the Employer, in which case Clause 9.3 shall apply.”

Relevant Sub-Clause interpretation (from the Guide):

“5.11.2 Suspending the Works or part thereof by the Employer's Agent is a serious instruction that should not be ordered without considering the substantial costs that would result upon the consequential halting of the Works, and in the case of a prolonged suspension, the possible termination of the Contract by the Contractor.”

“5.11.4 ... Notification of a suspension in the Scope of Work without the proper payment items, will not exempt the Employer from a claim for such a suspension. [A claim for] a forced suspension for which the Contractor may claim [must include] for protection and securing the Works, demobilising and remobilising his employees, inactive Construction Equipment, General Items, and costs like making good deteriorations and defects when resuming with the carrying out of the Works. The Contractor must submit his claim in accordance with Clause 10.1 within 28 days of the date of the suspension order.”

“5.11.6 During a prolonged suspension due to default by the Employer of more than 84 days in total (adding individual suspensions to prevent avoiding termination by fractioning of a prolonged suspension), the Employer's Agent must ... face the possibility that such work will not be carried out. If part of the Works was suspended for a prolonged period, it would be treated as a Variation Order in terms of Clause 6.3, with the subsequent valuation for the omission by the Employer's Agent. If the whole of the Works was suspended, the Contractor may terminate the Contract and claim payments of amounts due to him in terms of Clause 9.3.

If the Contractor is prepared to wait for resumption of the Works beyond the 84 days, he may require the Employer to take over the risks of the Works until permission is granted to proceed. The applicable risks are set out in Clauses 8.1: Protection of the Works, 8.2: Care of the Works, 8.4: Indemnifications, and 8.6: Insurances."

Recommended Sub-Clause interpretation related to the COVID-19 pandemic:

- **SCENARIO 1: Before Lockdown**

Sub-Clause 5.11.2 only applies if the Employer's Agent instructs the Contractor to suspend the progress of the Works. However, should the Employer's Agent instruct the Contractor to suspend the progress of the Works, the Contractor may make a claim in terms of Sub-Clause 5.11.4, as read with Clauses 10.1, 5.12, 5.12.1, 5.12.2, 5.12.2.3, 5.12.2.4 and 5.12.3 of GCC 2015.

Sub-Clause 5.11.4 applies only if the Employer's Agent instructed the Contractor to suspend the Works and remains subject to compliance with the claims procedure set out in Clause 10.1 of GCC 2015.

- **SCENARIO 2: During Lockdown**

There is no need for the Employer's Agent to issue written order for suspension to the Contractor to suspend the progress of the Works. The Contractor is obliged by the issuing of Government Gazette No 43148 of 25 March 2020 to not continue with carrying out the Works as compliance with Clause 4.3.1 of GCC 2015 is temporarily preventing the Contractor from discharging its obligations under the Contract.

However, in the event that the Employer's Agent did issue a written order for suspension, the Contractor is obliged to comply with such order (or instruction) in terms of Clause 4.2.1 of GCC 2015 and accordingly the Contractor must then make a claim in accordance with Sub-Clause 5.11.4, as read with Clauses 10.1, 5.12, 5.12.1, 5.12.2, 5.12.2.3, 5.12.2.4 and 5.12.3 of GCC 2015.

- **SCENARIO 3: After Lockdown**

Sub-Clause 5.11.2 only applies if the Employer's Agent instructs the Contractor to suspend the progress of the Works. However, should the Employer's Agent instruct the Contractor to suspend the progress of the Works, the Contractor may make a claim in terms of Sub-Clause 5.11.4, as read with Clauses 10.1, 5.12, 5.12.1, 5.12.2, 5.12.2.3, 5.12.2.4 and 5.12.3 of GCC 2015.

Sub-Clause 5.11.4 applies only if the Employer's Agent instructed the Contractor to suspend the Works and remains subject to compliance with the claims procedure set out in Clause 10.1 of GCC 2015.

- **Sub-Clause 5.12 Extension of time for Practical Completion**

Relevant Sub-Clause wording (from the GCC 2015):

"5.12.1 If the Contractor considers himself entitled to an extension of time for circumstances of any kind whatsoever which may occur that will actually extend Practical Completion of the Works beyond the Due Completion Date, the Contractor shall claim in accordance with Clause 10.1 such extension of time as is appropriate. Such extension of time shall take into account any special non-working days and all relevant circumstances, including concurrent delays or savings of time which might apply in respect of such claim.

5.12.2 Without limiting the generality of Clause 5.12.1, the circumstances referred to in that Clause include:

...

5.12.2.3 Any provision of these Conditions which allows for an extension of time, and

5.12.2.4 Any disruption which is entirely beyond the Contractor's control.

5.12.3 If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable, as are appropriate

regarding any other compensation which may already have been granted in respect of the circumstances concerned."

Relevant Sub-Clause interpretation (from the Guide):

Users are referred to pp72-76 of the Guide which contain extensive details on these sub-clauses.

Recommended Sub-Clause interpretation related to the COVID-19 pandemic:

In the light of the world-wide COVID-19 pandemic, the whole of South Africa is also affected, which makes the remedy for a situation of a decimated workforce nearly impossible for a Contractor and its Suppliers of plant and materials to resolve.

- **SCENARIO 1: Before Lockdown**

In the event that a decimated workforce (which is not limited to the workforce of the Contractor but also include that of its Subcontractors or Suppliers if one have regard for the wording of Clause 8.3.1 of GCC 2015) causes the Contractor to suffer delay to Practical Completion and/or brings about proven additional costs, the Contractor shall be entitled to make a claim in accordance with Clause 10.1 of GCC 2015, as read with Clauses 5.12, 5.12.1, 5.12.2, 5.12.2.3, 5.12.2.4, 5.12.3, 8.3.1, 8.3.1.7 and 8.3.2.

However, should the Employer's Agent instruct the Contractor to suspend the progress of the Works, the Contractor may make a claim in terms of Sub-Clause 5.11.4, as read with Clauses 10.1, 5.12, 5.12.1, 5.12.2, 5.12.2.3, 5.12.2.4 and 5.12.3 of GCC 2015.

The burden of proof to claim a delay is set out in Clause 5.12.1 of GCC 2015.

- **SCENARIO 2: During Lockdown**

The Contractor is obliged by the issuing of Government Gazette No 43148 of 25 March 2020 to not continue with carrying out the Works as compliance with Clause 4.3.1 of GCC 2015 is temporarily preventing the Contractor from discharging its obligations under the Contract.

The Contractor shall be entitled to make a claim in accordance with Clause 10.1 of GCC 2015, as read with Clauses 5.12, 5.12.1, 5.12.2, 5.12.2.3, 5.12.2.4, 5.12.3, 8.3.1, 8.3.1.7 and 8.3.2.

The burden of proof to claim a delay is set out in Clause 5.12.1 of GCC 2015.

- **SCENARIO 3: After Lockdown**

In the event that a decimated workforce (which is not limited to the workforce of the Contractor but also include that of its Subcontractors or Suppliers if one have regard for the wording of Clause 8.3.1 of GCC 2015) causes the Contractor to suffer delay to Practical Completion and/or brings about proven additional costs, the Contractor shall be entitled to make a claim in accordance with Clause 10.1 of GCC 2015, as read with Clauses 5.12, 5.12.1, 5.12.2, 5.12.2.3, 5.12.2.4, 5.12.3, 8.3.1, 8.3.1.7 and 8.3.2.

However, should the Employer's Agent instruct the Contractor to suspend the progress of the Works, the Contractor may make a claim in terms of Sub-Clause 5.11.4, as read with Clauses 10.1, 5.12, 5.12.1, 5.12.2, 5.12.2.3, 5.12.2.4 and 5.12.3 of GCC 2015.

The burden of proof to claim a delay is set out in Clause 5.12.1 of GCC 2015.

- **GCC 2015 Clause 6: PAYMENT AND RELATED MATTERS**

- **Sub-Clause 6.8.4 Subsequent changes in legislation**

Clause 6 of GCC 2015 covers payment and related matters. Sub-Clause 6.8 covers adjustment in rates and/or prices. Sub-Clause 6.8.4 covers subsequent changes in legislation. None of these Sub-Clauses apply in the COVID-19 pandemic context.

- **GCC 2015 Clause 8: RISK AND RELATED MATTERS**

- **Clause 8.3.1.7 Epidemic famine or plague**

The term “Force Majeure” is not recognised in South African law. This has been researched much, and an example is given by van Schalkwyk².

In South Africa, the equivalent of “Force Majeure” may in certain instances be taken as “vis major”.

Such an instance may be seen as a *supervening impossibility*. The leading case law on supervening impossibility is *Peters Flamman & Company v Kokstad Municipality 1919 AD page 427*, where it was held by the Appellate Division that “...if a person is prevented from performing his contract by vis major or casus fortuitus he is discharged from liability”.

In the COVID-19 context, the principle of a “natural disaster” applies. An epidemic and pandemic may both be taken as natural disasters, as may tsunamis, earthquakes and the like. These terms are not all listed in the SAICE Suite of Contracts, but the GCC 2015 does have a clause that covers Excepted Risks. The relevant clause is Clause 8. The relevant Sub-Clause and its interpretation are covered below.

The word “epidemic” is listed in Clause 8.3.1.7 of the GCC. From this, it stands to reason that any unlisted natural disaster arising “as a consequence of” an “epidemic” is also covered by this clause by virtue of its header subclause 8.3.1 as follows:

“8.3.1 The excepted risks are risks of damage or physical loss or any other loss caused by or arising directly or indirectly as **a result or consequence of**:

...

8.3.1.7 **Epidemic famine or plague,**

... ” (emphasis added).

It may be argued in a court of law that a pandemic may be reasonably taken as “**a result or consequence of**” an “**epidemic**”.

It is by reference to the *Merriam-Webster* online information service that the COVID-19 started off as an epidemic as referenced by recognized authorities such as the World Health Organization (WHO), and that the WHO has played a significant role in its declarations of the specific phenomenon such the COVID-19 as a pandemic.

There is a distinct difference between an epidemic and a pandemic. The *Merriam-Webster* online information service³ gives an extensive explanation as shown in Appendix A of the differences, which in all reasonability may be taken as valid and applicable for the purposes of this document.

Relevant Sub-Clause wording (from the GCC 2015):

“8.3 *Excepted Risks*

8.3.1 *The excepted risks are risks of damage or physical loss or any other loss caused by or arising directly or indirectly as a result or consequence of:*

...

8.3.1.7 *Epidemic famine or plague,*

...”

Relevant Sub-Clause interpretation (from the Guide):

“ *Force Majeure is not part of the South African law – it has its origin in France where the Civil Code deals with it. Force Majeure covers a range of events such as war, insurrection,*

² van Schalkwyk, Annerine, *The Nature And Effect Of Force Majeure Clauses In The South African Law Of Contract*, LLM Thesis, University of Pretoria, February 2018.

³ Merriam-Webster, Usage Notes, <https://www.merriam-webster.com/words-at-play/epidemic-vs-pandemic-difference>, last accessed 2020-03-31.

natural disasters, etc. preventing a party from performing its contractual obligations. The suffering party will then be exempted from the delay or even from meeting the obligation. The lists of events and remedies for Force Majeure vary in terms of each specific form of contract. GCC 2015 does not contain a Force Majeure clause. This does not mean that the risks of similar events are not dealt with – most of these risks are dealt with in Clause 8.3.1 as the Employer's excepted risks.

The excepted or excused risks are the Employer's risks for anything in connection with loss or damage to the Works, Plant or materials on Site caused by:

- External influences such as war, invasion, etc.*
- Internal influences like insurrection, mutiny, strikes, riots, etc.*
- Natural events like famine, meteorites, pressure waves, ionising etc. Note that floods, earthquakes, landslides, wind, lightning and negligence by third parties are not included because such risks are insurable.*
- Use of the Works by the Employer or his designs, specifications and instructions.*

Therefore, if damage by external, internal or natural events or if a design, specification or instruction must be corrected by the Contractor, such work will be carried out under Clause 8.2.2.2 and valued and paid for as a Variation Order.

The question is how any other loss, except damage or physical loss to the works, should be handled, for example, a claim by the Contractor for costs and delays due to an excepted risk?

A typical application of "Excepted Risks" presented itself when an international oil embargo was placed on Iranian crude oil, which was used to produce 60/70 penetration grade bitumen at the refinery in Cape Town. Contractors in the Western Cape had to seek alternative suppliers at extra costs to comply with the specified 60/70 penetration grade bitumen.

Neither the Contractor nor the Employer could control the risk of the unavailability of the specified 60/70 penetration grade bitumen in the Western Cape. Therefore, in accordance with the risk appropriation principles of GCC 2015, it is a risk that has to be carried by the Employer. However, a Contractor must fit his claim into the Contract. He must show that his claim is based on an express provision in the Contract that allows him to claim.

For the unavailability of 60/70 penetration grade bitumen in the Western Cape, Clause 8.3, which deals with excepted risks, would be the express provision for the Contractor to claim his costs and Clause 5.12, dealing with extension of time, the express provision to claim extension of time.

Clause 8.3 (Excepted risks) deals with three types of risks. The first two risks mentioned deal with "damage or physical loss". The "damage or physical loss" to the Works is dealt with in terms of Clause 8.2.2 according to which the Employer's Agent gives an instruction to the Contractor for repairing the damage or physical loss to the Works. The cost of such work is then valued and paid as a variation order in terms of Clause 6.4. The third risk deals with "any other loss caused by or arising directly or indirectly as a result or consequence of - - - (a listed activity). This would typically include the proven costs for protection, removal and standing time for Construction Equipment due to an excepted risk. Clause 8.3.1.12 stipulates that a specification, such as the specified 60/70 penetration grade bitumen that could no longer be manufactured in the Western Cape, is such an excepted risk.

A claim for the third type of risk for any other loss caused by or arising directly or indirectly as a result or consequence of the unavailability of 60/70 penetration grade bitumen in the Western Cape, was claimed by the Contractor in terms of Clause 10.2 as a dissatisfaction claim in GCC 2010. However, in GCC 2015 this claims procedure has been simplified. If any

of the excepted risks, other than pertaining to damage or physical loss to the Works, causes delay and/or additional costs, this may now be claimed as a Contractor's entitlement in accordance with the procedures set out in Clause 10.1 for a Contractor's claim.

Clause 5.12 deals with extension of time for Practical Completion. The unavailability of 60/70 penetration grade bitumen in the Western Cape can be seen as a disruption caused by an excepted risk that is entirely beyond the Contractor's control. Therefore, as Practical Completion was actually delayed beyond the Due Completion Date by the unavailability of 60/70 penetration grade bitumen in the Western Cape, the Contractor was entitled to an extension of time for Practical Completion that could be claimed in accordance with the procedures set out in Clause 10.1, which deals with a Contractor's claim.

The circumstance, from whence the time-bar of 28 days is measured, is the time that the Contractor became aware that he would have to pay more for the specified 60/70 penetration grade bitumen that used to be, but no longer was available in the Western Cape. Such a notice, given within the required time of 28 days, would have given the Employer the opportunity to mitigate his damages; for instance, changing the unavailable specified penetration grade of the bitumen to a locally available penetration grade bitumen.

Please note that the excepted risks are rarely covered by the insurance required under Clause 8.6.1."

Recommended Sub-Clause interpretation related to the COVID-19 pandemic and the "but for" test:

- **SCENARIO 1: Before Lockdown**

Subclause 8.3.1.7 of GCC 2015 applies, and a Contractor can make a claim based on the grounds of a supervening impossibility for the Contractor to discharge his duties. An end of the period was not defined until the proclamation of the Lockdown.

- **SCENARIO 2: During Lockdown**

Subclause 8.3.1.7 of GCC 2015 applies as the Lockdown was caused by an Excepted Risk and a Contractor can make a claim based on the grounds of a supervening impossibility for the Contractor to discharge his duties.

- **SCENARIO 3: After Lockdown**

Subclause 8.3.1.7 of GCC 2015 applies as the Lockdown was caused by an Excepted Risk and a Contractor can make a claim based on the grounds of a supervening impossibility for the Contractor to discharge his duties.

Would the national lock down have occurred had the Coronavirus not been declared as a pandemic by the World Health Organisation ("WHO")?

The principle of *conditio sine qua non* is a legal test more commonly known as the "but for" test and is the test utilised to determine factual causation. In simple terms, an event is the cause of a result if the event cannot be thought away without the result disappearing simultaneously. In order to dispose of the "but for" test the question arises whether the national Lock down could be seen to be a *novus actus interveniens* or a new intervening action. In other words, we have to determine if the declaration of the Lock down can be seen to be a new link, or nexus, in the chain of events. It is clear that had it not been for Coronavirus pandemic the Minister of Cooperative Governance and Traditional Affairs would have not declared a national state of disaster and would further not have imposed the national lock down in terms of the Disaster Management Act 57 of 2002.

It is our interpretation that "but for" the declaration of the Coronavirus pandemic by the WHO the Minister would not have declared the national lock down. It is thus clear that in terms of the *conditio sine qua non* the Coronavirus pandemic is the factual cause of the national lock down.

GCSC 2018

- **Clause numbering of the GCSC 2018**

The clause numbering and their titles of the GCSC 2018 run parallel to that of the GCC 2015, and the interpretations that apply to the GCC 2015 may be applicable *mutatis mutandis* to the GCSC 2018.

Users who are in doubt may contact SAICE at 011-805-5947 or by sending an e-mail to benti@saice.org.za.

SGCC 2018

- **Clause numbering of the SGCC 2018**

The clause numbering and their titles of the SGCC 2018 run parallel to that of the GCC 2015, and the interpretations that apply to the GCC 2015 may be applicable *mutatis mutandis* to the SGCC 2018.

Users who are in doubt may contact SAICE at 011-805-5947 or by sending an e-mail to benti@saice.org.za.

GCCSF 2018

- **Clause numbering of the GCCSF 2018**

The clause numbering and their titles of the GCCSF 2018 run parallel to that of the GCC 2015, and the interpretations that apply to the GCC 2015 may be applicable *mutatis mutandis* to the GCCSF 2018.

Users who are in doubt may contact SAICE at 011-805-5947 or by sending an e-mail to benti@saice.org.za.

9. Claims Guidelines

No form of contract in the SAICE Suite of GCC contracts provides for an Extension of Time only. Clause 5.12.3 of GCC 2015 allows for an automatic entitlement for the payment of additional time-related General Items, for the extension of time granted. Also, provided that a Contractor complied with the provisions of Clause 10.1 of GCC 2015 in terms of claims procedure, the Contractor will also be entitled to proven additional costs. Each claim must therefore include:

1: Extension of time

2: Time-related General Items for the extension of time claimed

3: Proven additional costs (those costs that are a function of production and not a function of time)

GCC 2015 and GCCSF 2018

Consult the section on claims as published in the Guide. The Guide is a separate publication and may be purchased from the SAICE bookstore at <https://store.saice.org.za/book-store>.

See details of the Guide at <https://store.saice.org.za/book-store/guide-to-the-general-conditions-of-contract-2015-second-edition>.

When ordering online or telephonically, use the reference ISBN No 978-0-6399234-1-3 Guide to the General Conditions of Contract for Construction Works Second Edition 2015, 2nd Print.

SGCC 2018

Consult the section on claims as bound in the Guide, also bound in the SGCC 2018. The SGCC 2018 may be purchased from the SAICE bookstore at <https://store.saice.org.za/book-store>.

See details of the SGCC 2018 at <https://store.saice.org.za/book-store/general-conditions-of-contract-for-construction-works-simplified-form>.

When ordering online or telephonically, use the reference ISBN 978-0-6399234-3-7 General Conditions of Contract for Construction Works (Simplified Form) First Edition (2018) , 1st Print.

GCSC 2018

Consult the section on claims as published in the Guide to the GCC 2015. The Guide to the GCC 2015 is a separate publication and may be purchased from the SAICE bookstore at <https://store.saice.org.za/book-store>.

See details of the Guide at <https://store.saice.org.za/book-store/guide-to-the-general-conditions-of-contract-2015-second-edition>.

When ordering online or telephonically, use the reference ISBN No 978-0-6399234-1-3 Guide to the General Conditions of Contract for Construction Works Second Edition 2015, 2nd Print.

Users should bear in mind that when using the Guide to the GCC 2015 for the GCSC 2018, a *mutatis mutandis* mindset change is required for the GCSC 2018, in the sense that roles as defined in the GCC 2015 are not the same in GCSC 2018. The Subcontractor's Employer in the GCSC 2018 is the Contractor of the GCC 2015. When in doubt, contact SAICE at 011-805-5947 or by sending an e-mail to benti@saice.org.za.

10. Claims to be kept apart

- **Imprefed (Pty) Ltd. v National Transport Commission (13/91) [1993] ZASCA 36**

This is a case law of a Contractor who consolidated seven claims into one single claim. The dispute resolution process took 13 years and finally ended up in the Supreme Court of Appeal, only to be judged that every single claim must be kept apart and be managed independently.

Therefore, each Scenario must have its own set of separate claims.

11. A Final Word

The COVID-19 pandemic requires contractual interventions

The COVID-19 is an extraordinary crisis and there needs to be "give and take" from both contracting parties to try and reach equitable solutions – release of some or all retention being held, earlier payments and the like. Such measures may need negotiation between the parties and be incorporated as Supplementary Agreements to the Contract before they can apply.

Given the parlous state of the civil engineering industry to start off with this must not be permitted to be the literal straw that breaks the camel's back.

Call SAICE for further advice on their Suite of GCC Contracts

Any user of the SAICE Suite of Contracts is invited to contact SAICE for further advice at 011-805-5947. However, users must accept that any advice is given in good faith and without prejudice, and that such advice is used at own risk.

Users are reminded that not even case law may hold all the answers. This is demonstrated in the Constitutional Court judgement of the decision in Botha v Rich 2014 (4) SA 124 (CC) and Paulsen v Slip Knot Investments 2015 (3) SA 479 (CC) where the CC effectively rewrote or changed the contract for the

parties, and which placed some uncertainty onto the direction a legal outcome would have, should any matter ever end up being decided/heard at that level.

The legal fraternity may decidedly be split on the desirability and appropriateness of the CC's interventions in contractual relationships with certain very learned scholars, with lesser political aspirations, highlighting the dangers of having opened the door to contractual uncertainty notwithstanding the principles that led the to the CC's decisions in both *Botha v Rich* 2014 (4) SA 124 (CC) and *Paulsen v Slip Knot Investments* 2015 (3) SA 479 (CC) which were substantively different from construction disputes.

As for the future of the construction industry in South Africa, SAICE wish to express that the COVID-19 pandemic will forthwith be brought under control without any lasting delay and disruption to the construction industry in South Africa.

Appendix A 'Pandemic' vs 'Epidemic'

Source:

Merriam-Webster, Usage Notes, <https://www.merriam-webster.com/words-at-play/epidemic-vs-pandemic-difference>, last accessed 2020-03-31.

APPENDIX A: “Pandemic” vs “Epidemic” How they overlap and where they differ

- How they overlap and where they differ

12 Mar 2020

What to Know

- A disease can be declared an *epidemic* when it spreads over a wide area and many individuals are taken ill at the same time. If the spread escalates further, an epidemic can become a *pandemic*, which affects an even wider geographical area and a
- significant portion of the population becomes affected.



Wash hands. Moisturize. Repeat.

On March 11th, 2020, the World Health Organization officially changed its designation of COVID-19, the illness caused by a coronavirus, from an epidemic to a pandemic. This shift prompted a considerable number of people to turn to the dictionary, in order to ascertain the difference between the two -demics. What is the difference between an epidemic and a pandemic?

Epidemic vs. Pandemic

An epidemic is defined as “an outbreak of disease that spreads quickly and affects many individuals at the same time.” A pandemic is a type of epidemic (one with greater range and coverage), an outbreak of a disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population. While a pandemic may be characterized as a type of epidemic, you would not say that an epidemic is a type of pandemic.

Adjectives Before Nouns

Both words have functions and meanings in addition to the ones given above. Each word entered English as an adjective before being used as a noun, beginning in the 17th century.

An Epidemick plague, is a common and popular sicknesse, hapning in some region, or countrey, at a certaine time, caused by a certaine indisposition of the aire, or waters of the same region, producing in all sorts of people, one and the same kind of sicknesse.

— Thomas Lodge, *A treatise of the plague*, 1603

These Praedicates certainly are not convertible with the fore-mentioned Diseases, and therefore ought not so rashly to be pronounced the Scorvey; which moreover is Endemick, the others Epidemick and Pandemick.

— Gideon Harvey, *The disease of London*, 1675

Epidemic began being used as a noun later in the 17th century; pandemic did not undergo this functional shift until the 19th.

CHAP. X. Of Pestilential and malignant Feavers, together with the small Pox, and such other Epidemics, as are Communicated by infection.

— Anon., *Pyretologia*, 1674

Those diseases which have some strong resemblance in their general characters, and attack many individuals in a large extent of country at about the same time, are commonly called *epidemics*. If all, or about all the inhabitants of a country be similarly attacked, at or near the same time, with a particular complaint, it is more properly called a *pandemic*.

— J. A. Allen, *The Boston Medical and Surgical Journal*, 5 Sept. 1832

Origins of Epidemic and Pandemic

Epidemic, which may be traced to the Greek *epidēmios* (“within the country, among the people, prevalent (of a disease)”), may carry broader meanings, such as “excessively prevalent,” “contagious,” or “characterized by very widespread growth or extent” (often used in a non-medical sense). Pandemic is less often encountered in a broad and non-medical sense, but does have additional senses, including “affecting the majority of people in a country or a number of countries”, “found in most parts of the world and in varied ecological conditions,” and “of or relating to common or sensual love” (in this last sense the word is usually capitalized). Pandemic comes from the Greek *pandēmos* (“of all the people”), which itself is from *pan-* (“all, every”) and *dēmos* (“people”).

On the Novel Coronavirus

Some organizations and scientists had recommended calling the coronavirus a *pandemic* in the weeks prior to the World Health Organization deciding to do so. It is worth noting, however, that there is no clear line distinguishing an *epidemic* from a *pandemic*. The latter

is, from a public health perspective, worse than the former, but there is sufficient overlap between the two that at certain points consensus is unlikely. The *coronavirus* has, unfortunately, spread now to such a global extent, and with such severity, that we appear to have moved past the point of semantic ambiguity; the disease has taken on *pandemic* proportions.

C5.3 CONTRACT DRAWINGS

The lists of contract drawings are included in this document.

MOLEMOLE LOCAL MUNICIPALITY

PROJECT: TECH-003-02021/22

**UPGRADING OF PHAUDI INTERNAL
STREET FROM GRAVEL TO SURFACING**

PRELIMINARY DESIGN

ISSUED BY :-



MOLEMOLE LOCAL MUNICIPALITY

**Private Bag X 44
Mogwadi
0715
Tel: (015) 501 0243/4
Fax: (015) 501 0419**

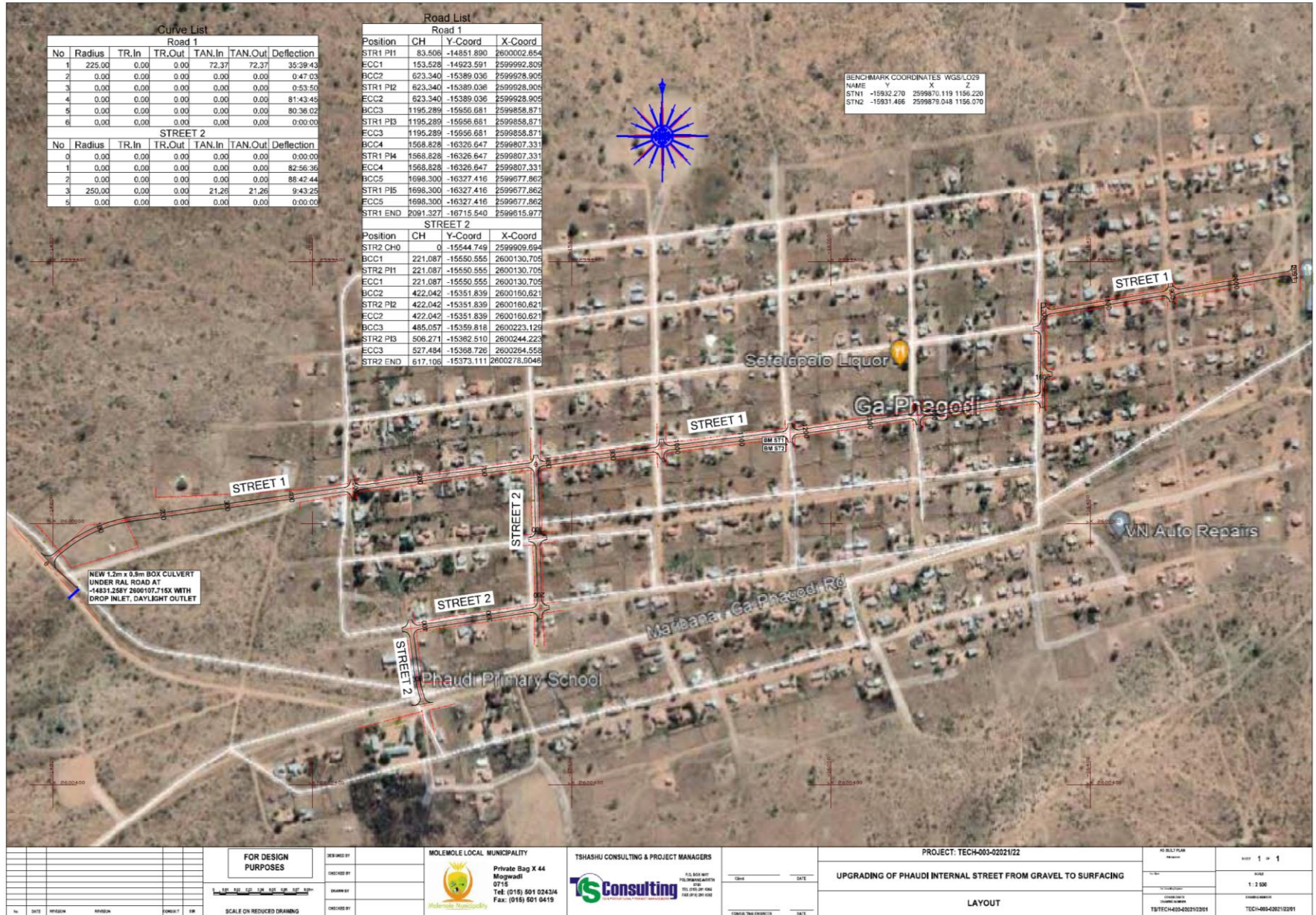
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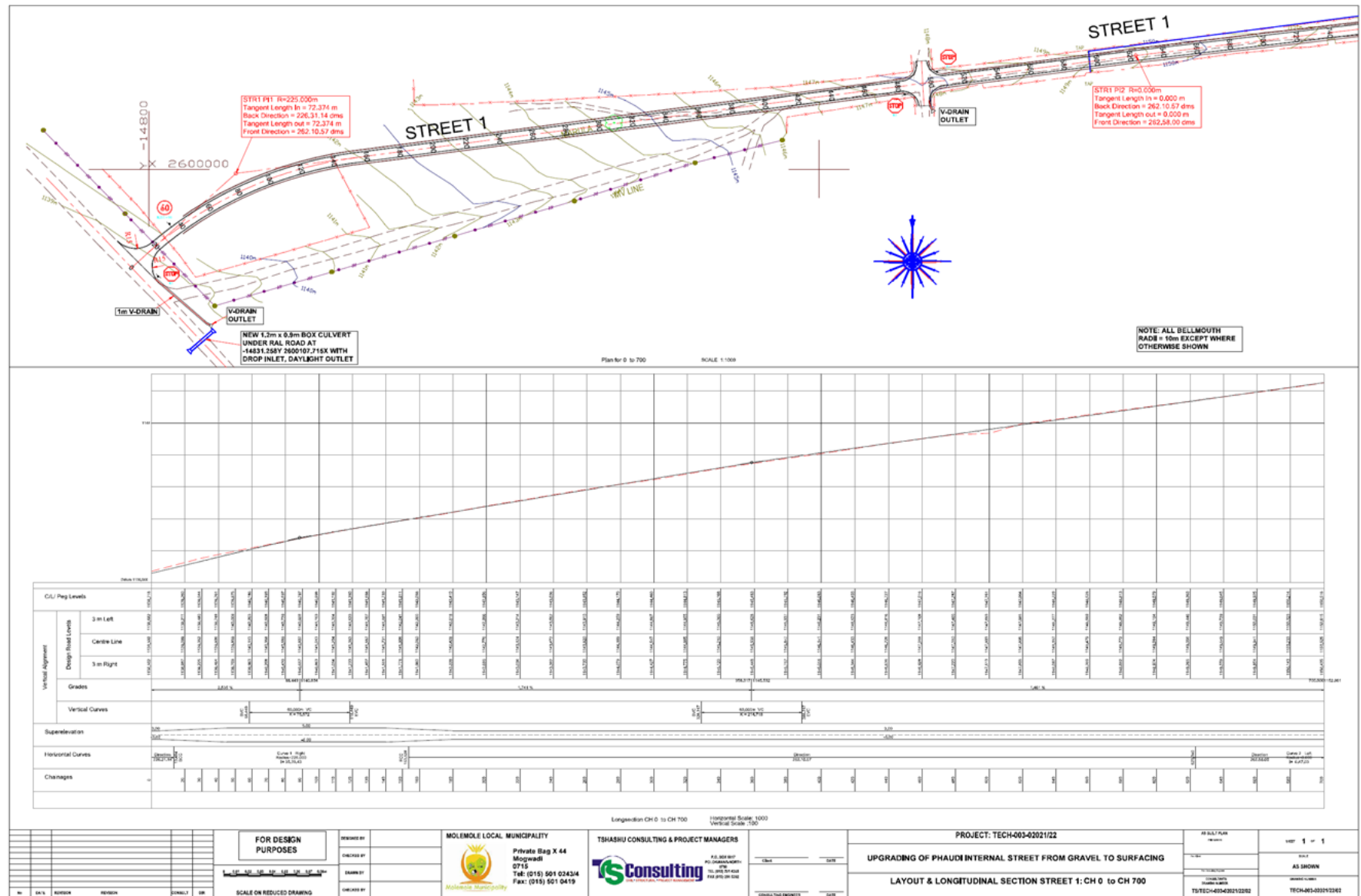


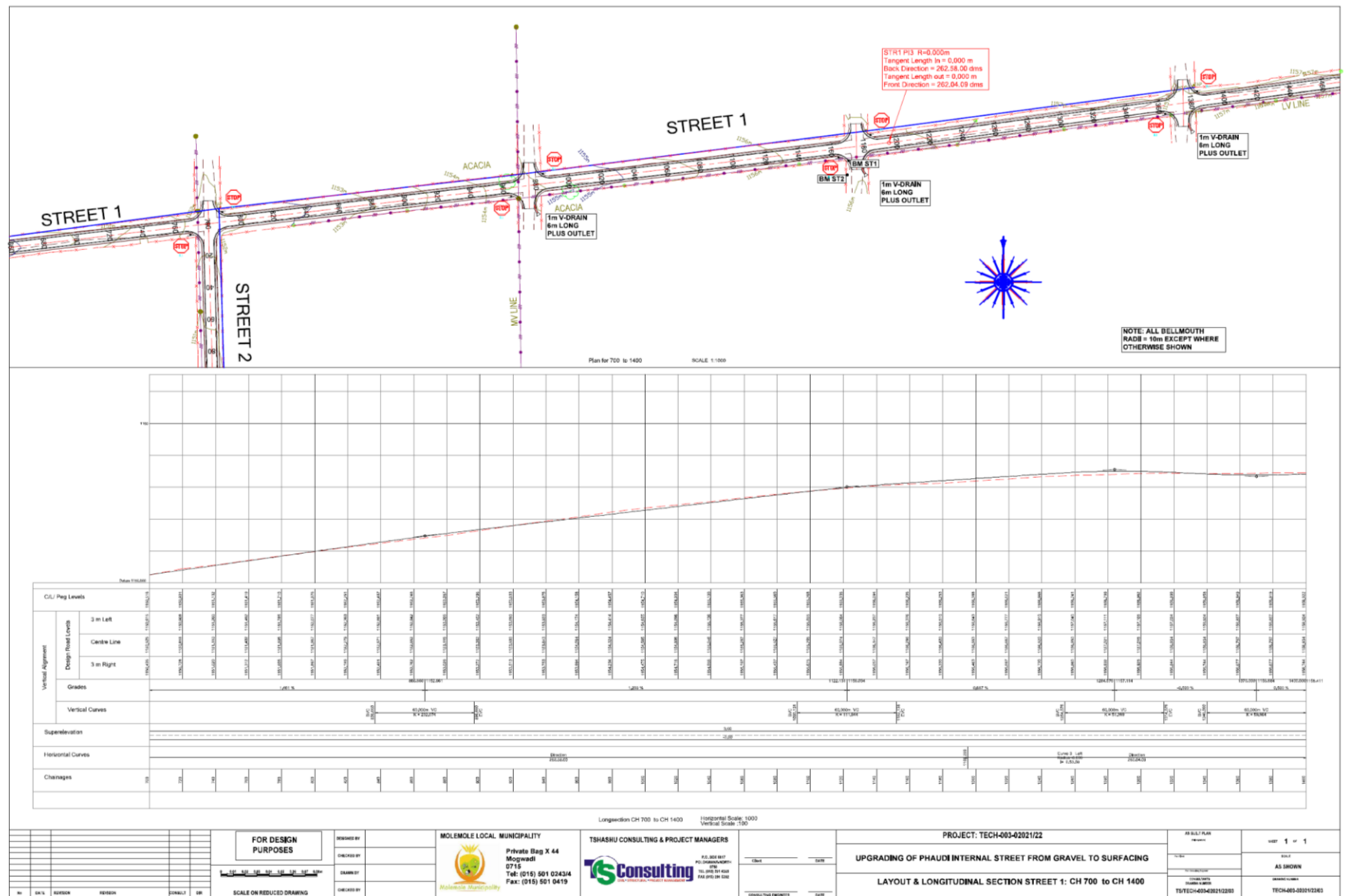
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Polokwane-North
0750**

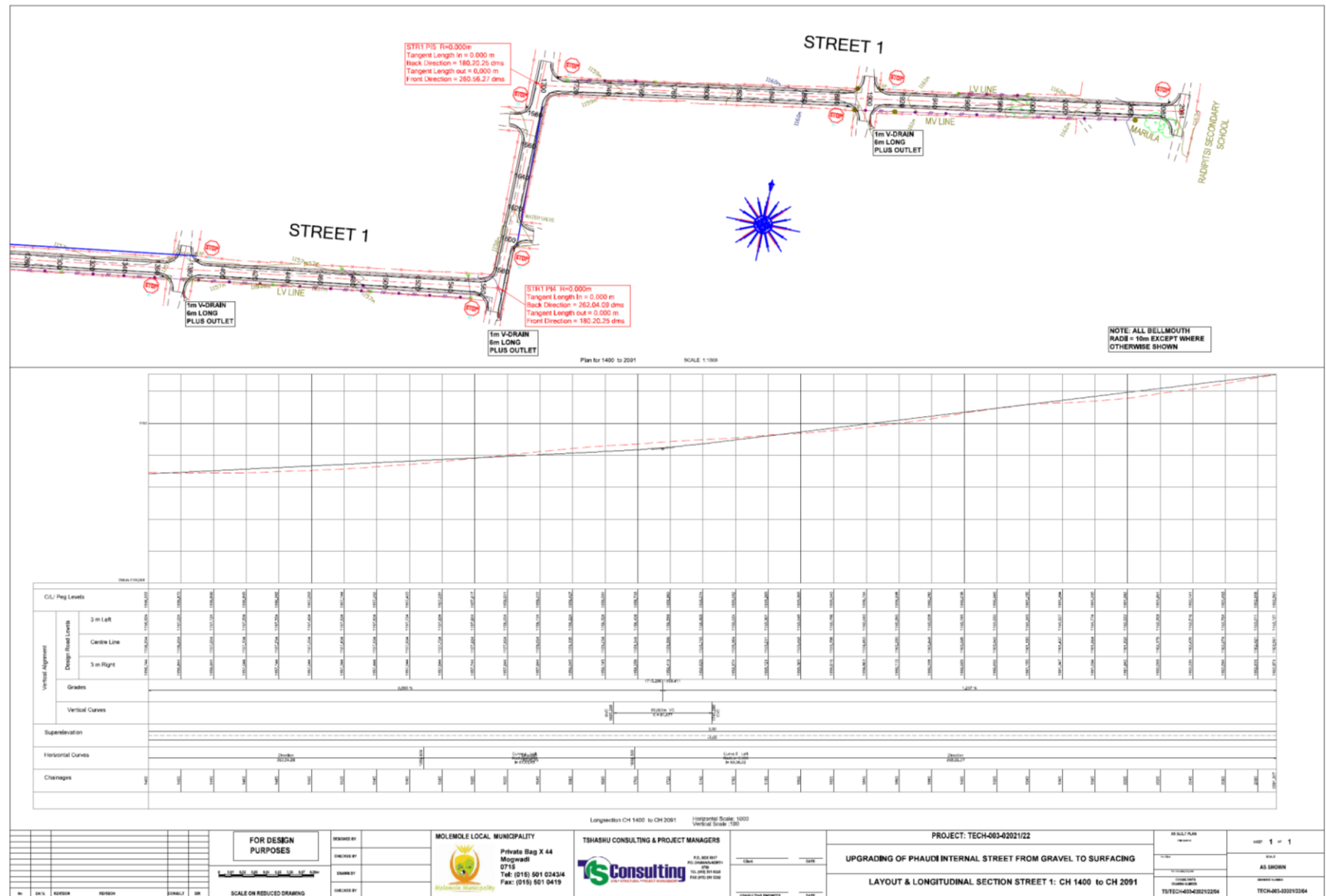
**TEL (015) 291 4365
FAX (015) 291 5392
e-mail : admin@tsconsulting.co.za**

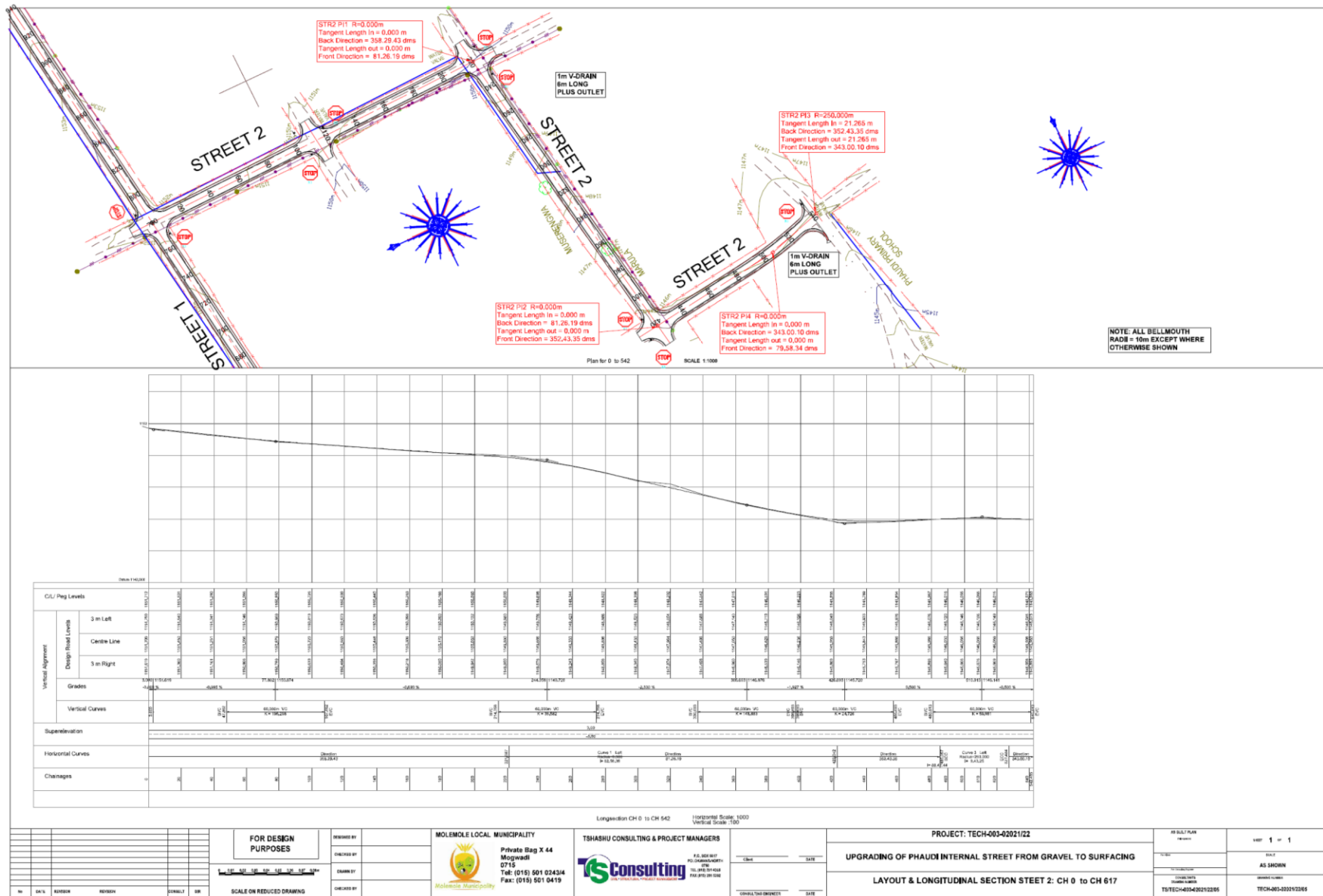
Molemole Local Municipality
UPGRADING OF PHAUDI INTERNAL STREETS FROM GRAVEL TO SURFACING



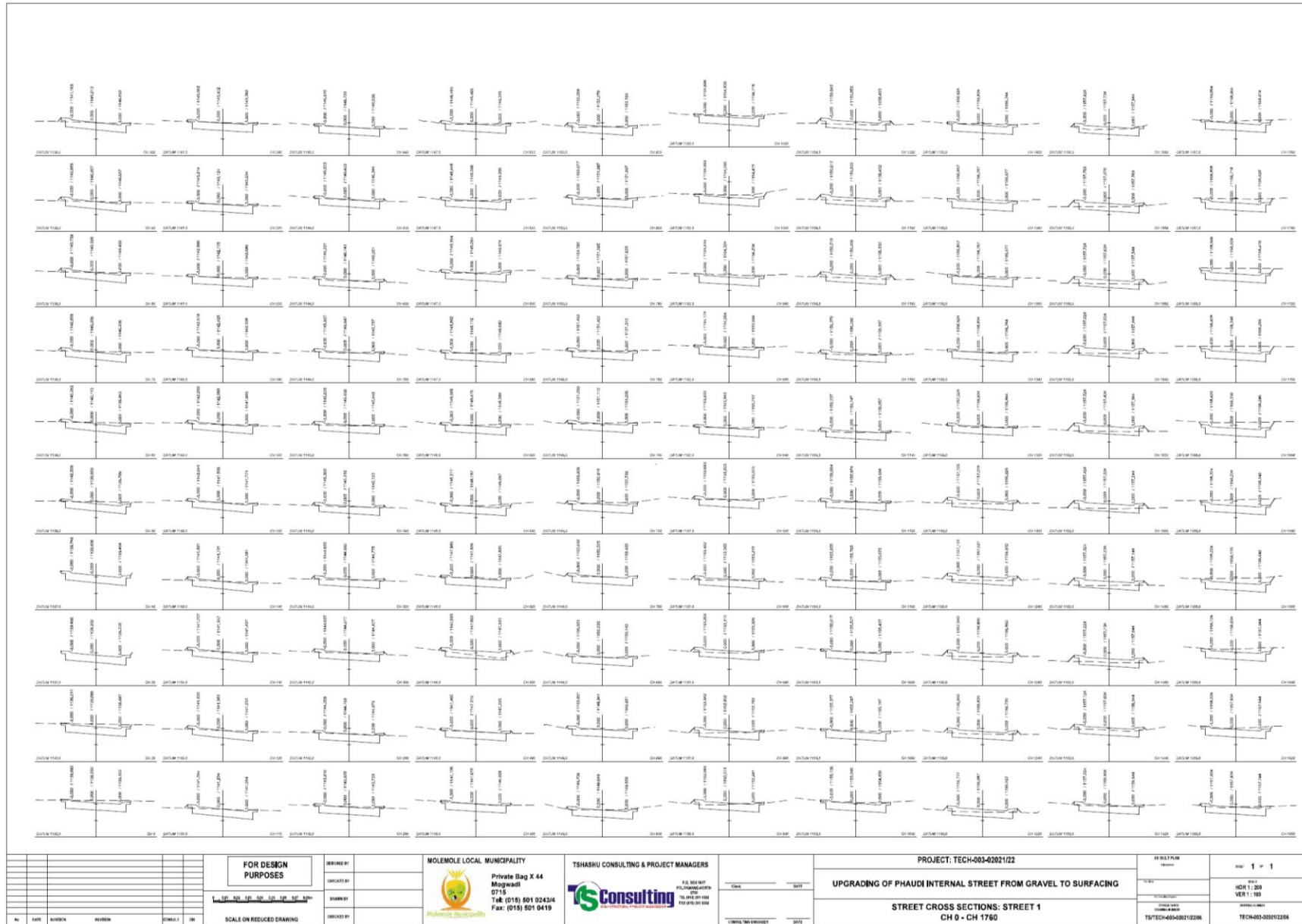


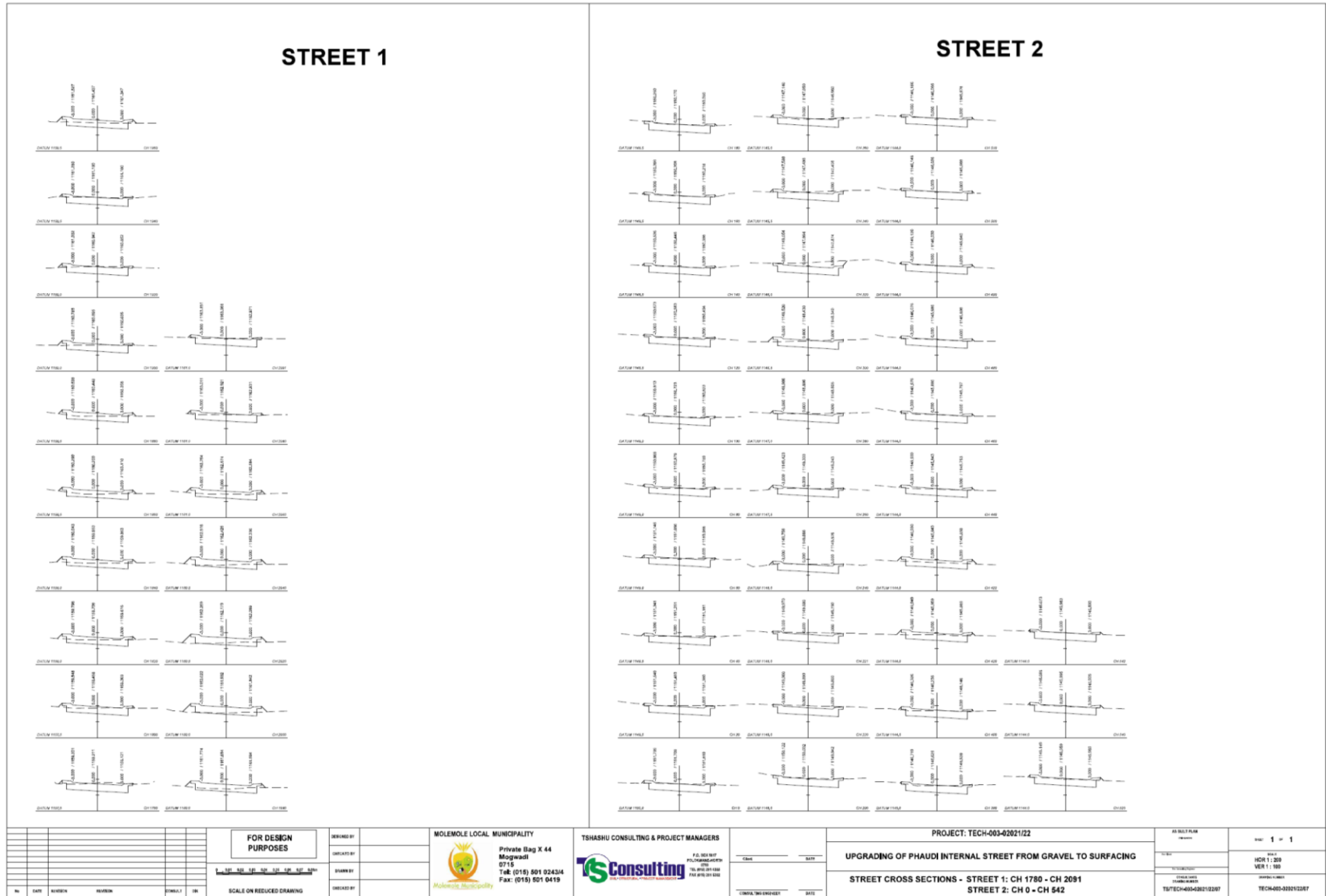




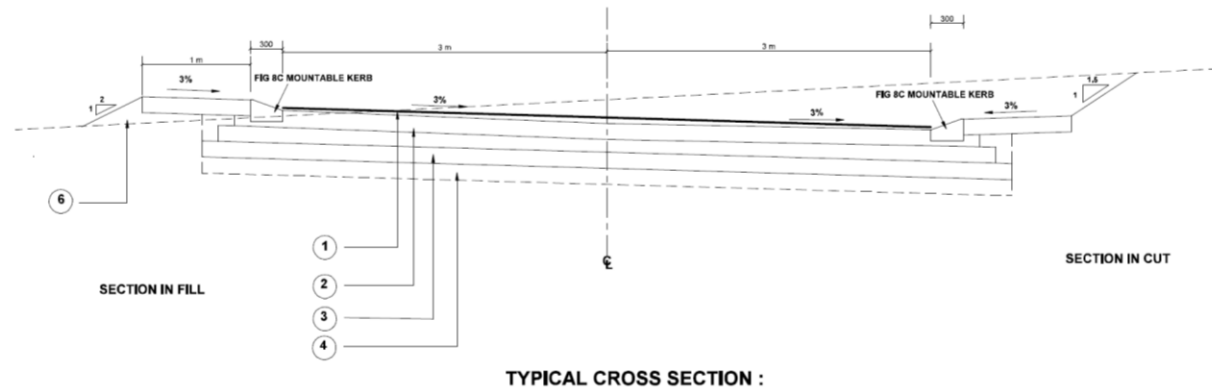


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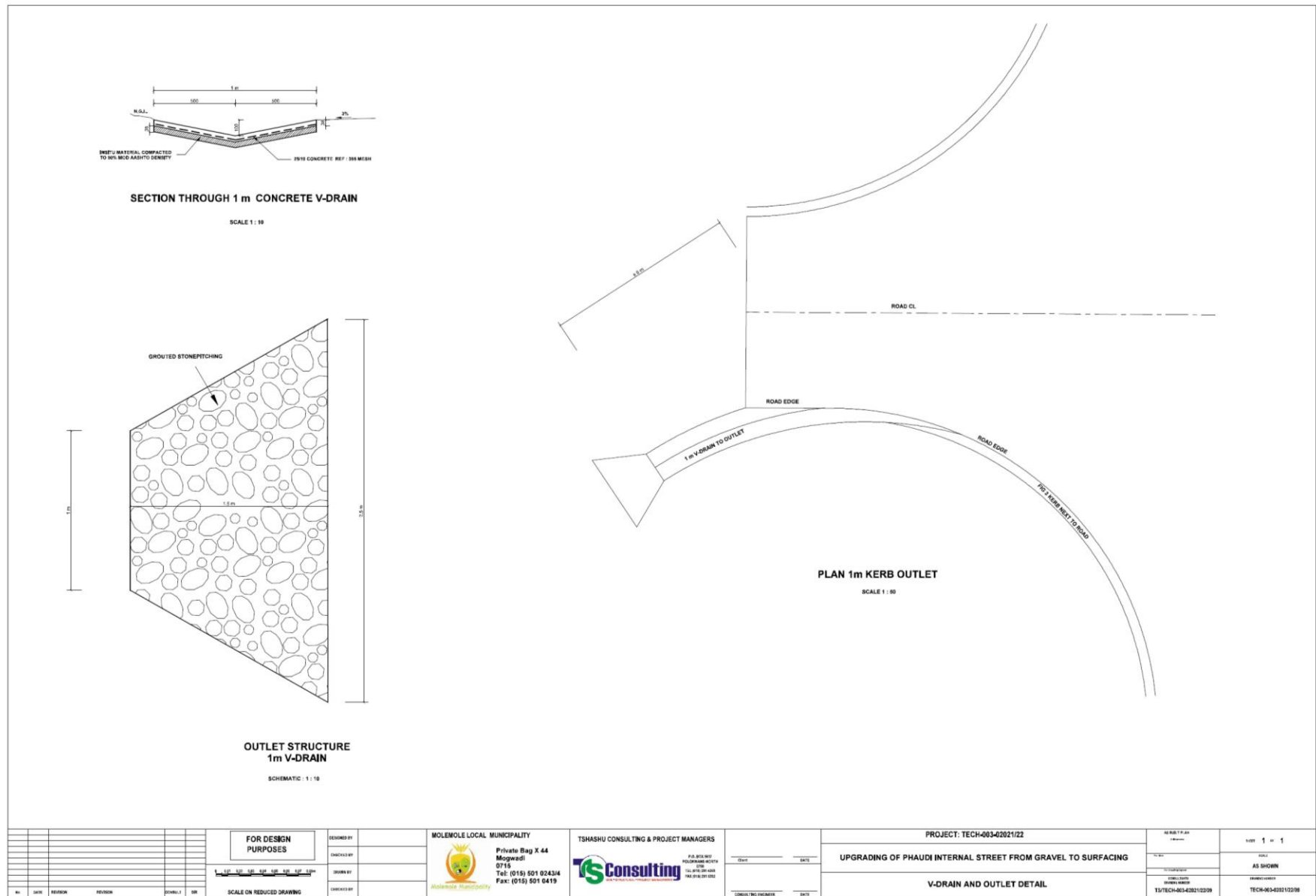


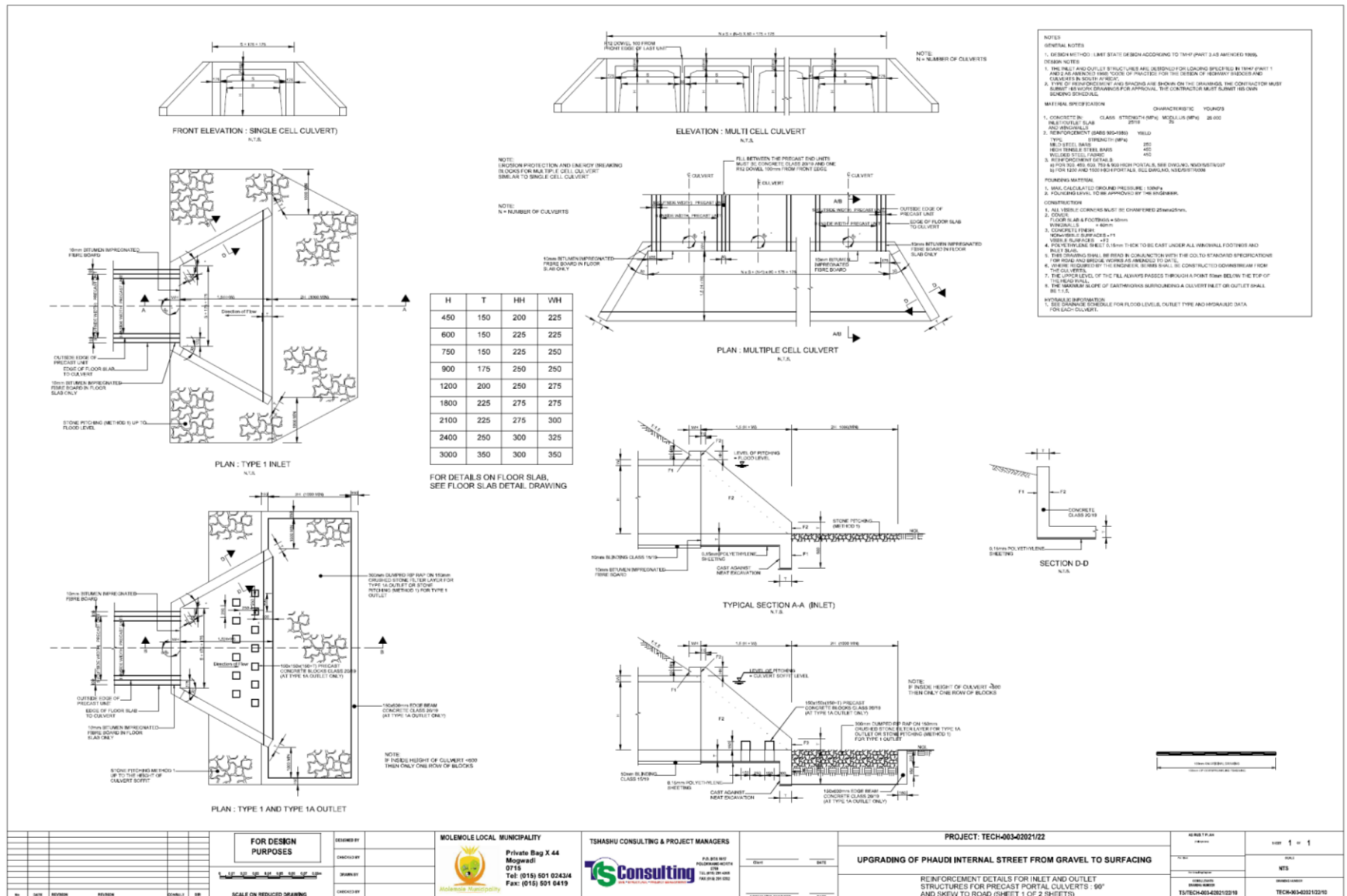
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1	SURFACE TREATMENT	30			5
2	BASE	150	1000		C4
3	SUB-BASE	150		15	G5/G6
4	UPPER SELECTED	150		15	G7
5	IN-SITU ROADBED	150			
6	FILL				G10
					COMPACT TO 90% MOD AASHTO DENSITY



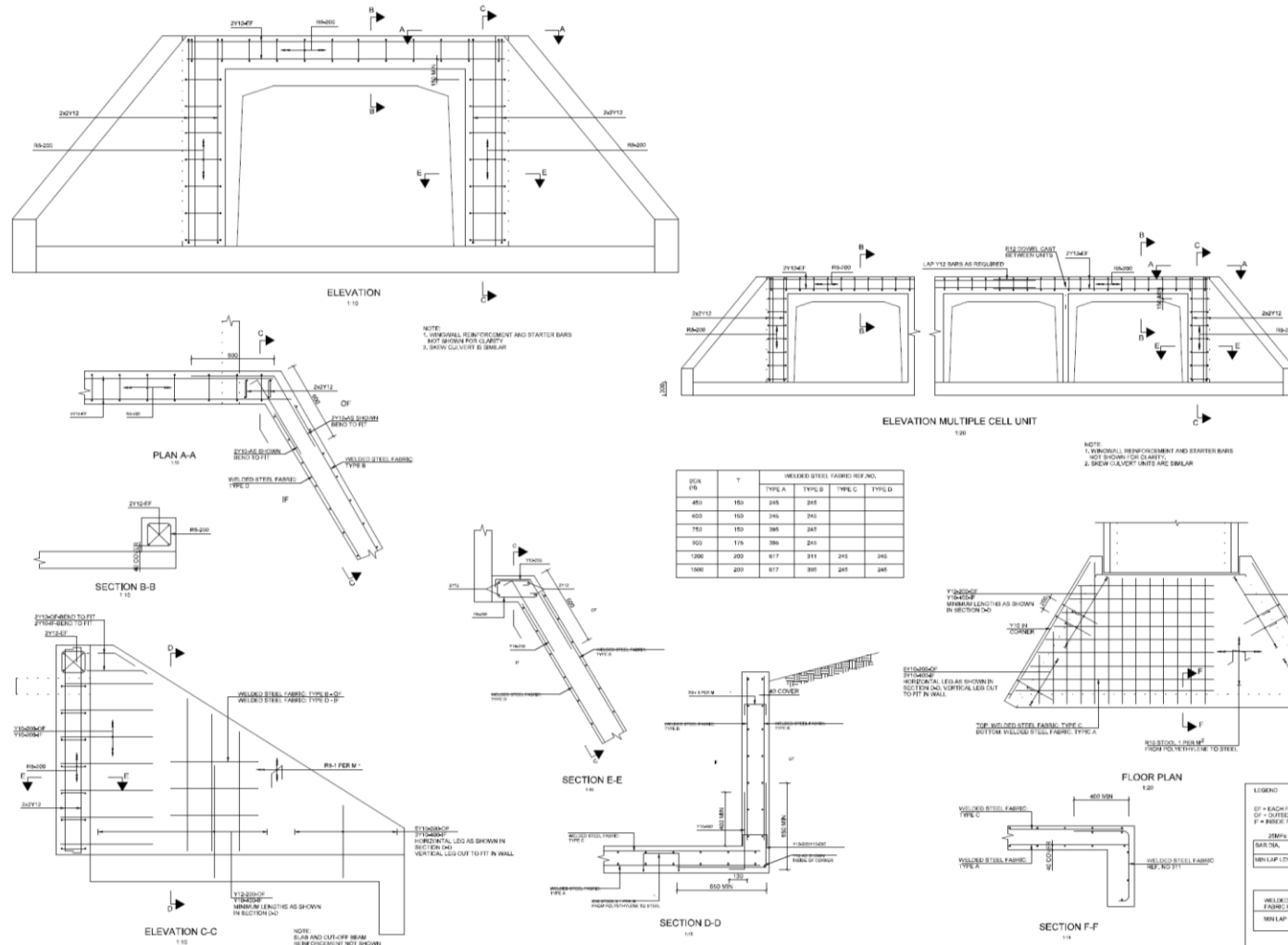
FOR DESIGN PURPOSES		DESIGNED BY	MOLEMOLE LOCAL MUNICIPALITY	TSHASHU CONSULTING & PROJECT MANAGERS	PROJECT: TECH-003-02021/22	NO. 1001/10.001	DATE	1 of 1
CHECKED BY		DATE	Private Bag X 44 Mogwadi 0715 Tel: (015) 501 0243/4 Fax: (015) 501 0419	Ts Consulting P.O. BOX 501 Mogwadi 0715 Tel: (015) 501 0243/4 Fax: (015) 501 0419	UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING	DATE	DATE	1:20
SCALE ON REDUCED DRAWING		DATE			TYPICAL CROSS SECTION	DATE	DATE	TECH-003-02021/22/08

Molemole Local Municipality
UPGRADING OF PHAUDI INTERNAL STREETS FROM GRAVEL TO SURFACING



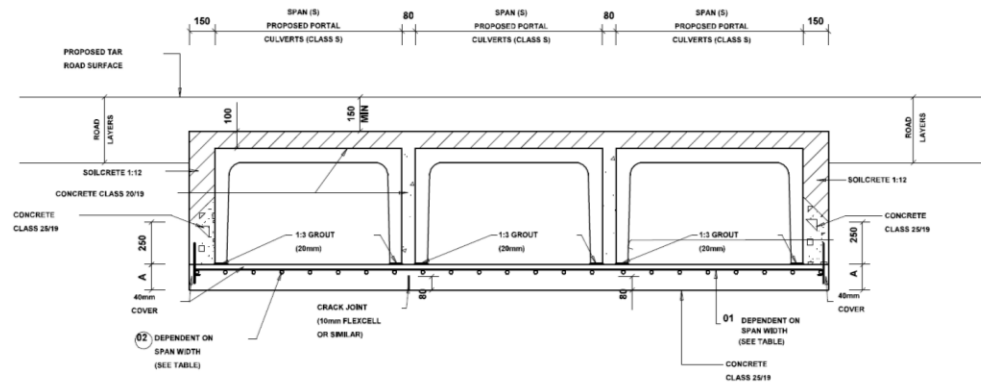


Molemole Local Municipality
UPGRADING OF PHAUDI INTERNAL STREETS FROM GRAVEL TO SURFACING



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					DRAWN BY				REINFORCEMENT DETAILS FOR INLET AND OUTLET STRUCTURES FOR PRECAST PORTAL CULVERTS : 90° AND SKEW TO ROAD (SHEET 2 OF 2 SHEETS)		DATE
					CHECKED BY						DATE

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UPGRADING OF PHAUDI INTERNAL STREETS FROM GRAVEL TO SURFACING



TYPICAL SECTION - BOX CULVERT
N.T.S.

ENGINEER TO APPROVE CONSTRUCTION JOINTS ON SITE

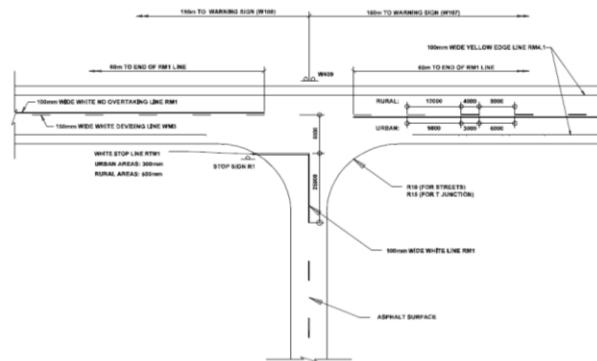


DETAIL OF JOINTS BETWEEN FLOOR SLABS

DETAILS OF INSITU CAST FLOORS				
DIMENSIONS		REINFORCING		
S	RACK FILL HEIGHT	A	BAR O1	BAR O2
600	0m - 15m	160	Y12 @ 150	Y10 @ 200
750	0m - 8m	170	Y12 @ 150	Y10 @ 200
900	0m - 6m	180	Y12 @ 150	Y10 @ 150
1050	0m - 3m	220	Y16 @ 225	Y12 @ 200
1200	0m - 3m	240	Y16 @ 200	Y12 @ 200
1350	0m - 3m	240	Y16 @ 200	Y12 @ 200
1500	0m - 3m	240	Y16 @ 200	Y12 @ 200
1650	0m - 3m	240	Y16 @ 200	Y12 @ 200
1800	0m - 3m	240	Y16 @ 200	Y12 @ 200
2100	0m - 3m	240	Y16 @ 175	Y16 @ 200
2400	0m - 3m	240	Y16 @ 175	Y16 @ 200
2700	0m - 3m	240	Y16 @ 150	Y16 @ 200
3000	0m - 3m	240	Y16 @ 150	Y16 @ 200
3300	0m - 3m	240	Y16 @ 150	Y16 @ 200
3600	0m - 3m	240	Y16 @ 150	Y16 @ 200

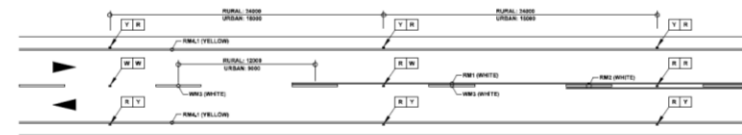
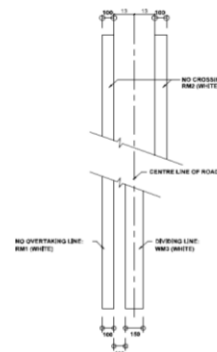
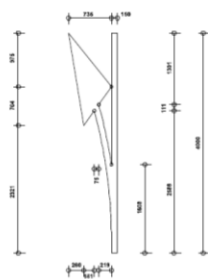
COVER ON ALL REINFORCEMENT - 40mm
CULVERT CLASS-S DETERMINED BY SPAN

FOR DESIGN PURPOSES		DESIGNED BY	MOLEMOLÉ LOCAL MUNICIPALITY	TSHASHU CONSULTING & PROJECT MANAGERS	PROJECT: TECH-003-02021/22	AS BUILT 1 P. 01	1 of 1
CHECKED BY		DRAWN BY	Private Bag X 44 Mogwadi 0715 Tel: (015) 501 0243/4 Fax: (015) 501 0419	P.O. BOX 307 POHLENGWANE-LECHWATSE 0708 Tel: (015) 501 0428 Fax: (015) 501 0382	UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING	DATE:	NTS
CHECKED BY		SCALE ON REDUCED DRAWING	MOLEMOLÉ LOCAL MUNICIPALITY	TSHASHU CONSULTING & PROJECT MANAGERS	BOX CULVERT FLOOR SLAB DETAILS	FILED: 0003 EXAMINER: NTS	TECH-003-02021/22



TYPICAL ROAD MARKINGS AT JUNCTION
AND POSITIONS OF ROAD SIGNS

N.T.S.

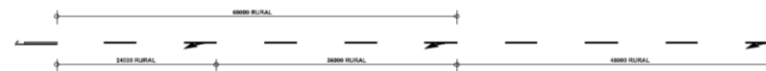


NOTE:
When preferred separation between
road markings and road studs.

COLOR CODING:
R RED
Y YELLOW
W WHITE

TYPICAL ROADSTUD USE ON TWO-WAY ROADS

N.T.S.



NO OVERTAKING LINE AHEAD ARROWS WM8

N.T.S.

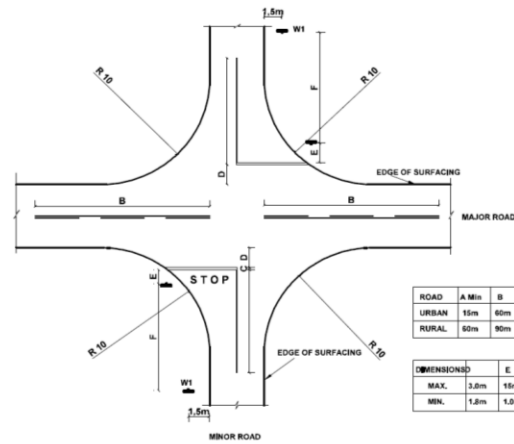


NOTES:

1. ROADSTUDS MUST OF S99 TYPE OR SIMILAR APPROVED (INSTALLATION OF STUDS ONLY ON ORDER OF ENGINEER)
2. ONLY APPROVED MACHINES MAY APPLY ROAD MARKING PAINT.
3. PAINT SHALL ONLY BE APPLIED TO SURFACES THAT ARE CLEAN, DRY AND COMPLETELY FREE FROM ANY SOIL, GREASE, OIL, ACID OR ANY OTHER MATERIAL WHICH WILL BE DETRIMENTAL TO THE BOND BETWEEN PAINT AND SURFACE.
4. ROAD MARKING SHALL BE COMPLETED BEFORE A SECTION OF ROAD IS OPENED TO TRAFFIC.

FOR DESIGN PURPOSES				DESIGNED BY		MOLEMOLÉ LOCAL MUNICIPALITY		TSHASHU CONSULTING & PROJECT MANAGERS		PROJECT: TECH-003-02021/22		REVISION		PAGE 1 OF 1	
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				DATE											

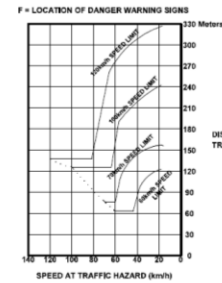
Molemole Local Municipality
UPGRADING OF PHAUDI INTERNAL STREETS FROM GRAVEL TO SURFACING



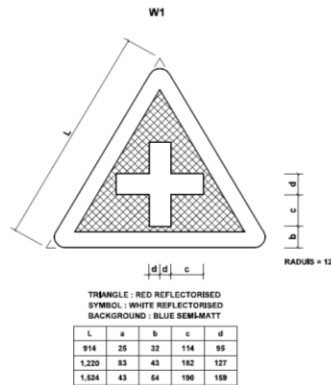
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RURAL	60m	90m	2.6m

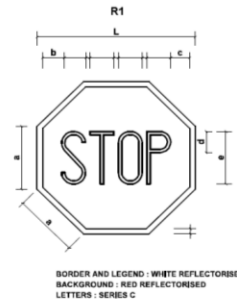
DIMENSIONS	E
MAX.	2.8m
MIN.	1.8m



DISTANCE OF WARNING SIGN FOR TRAFFIC HAZARD (LEVEL ROAD)



CROSS ROADS

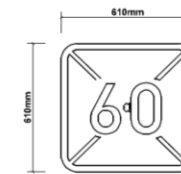


STOP SIGN DETAIL



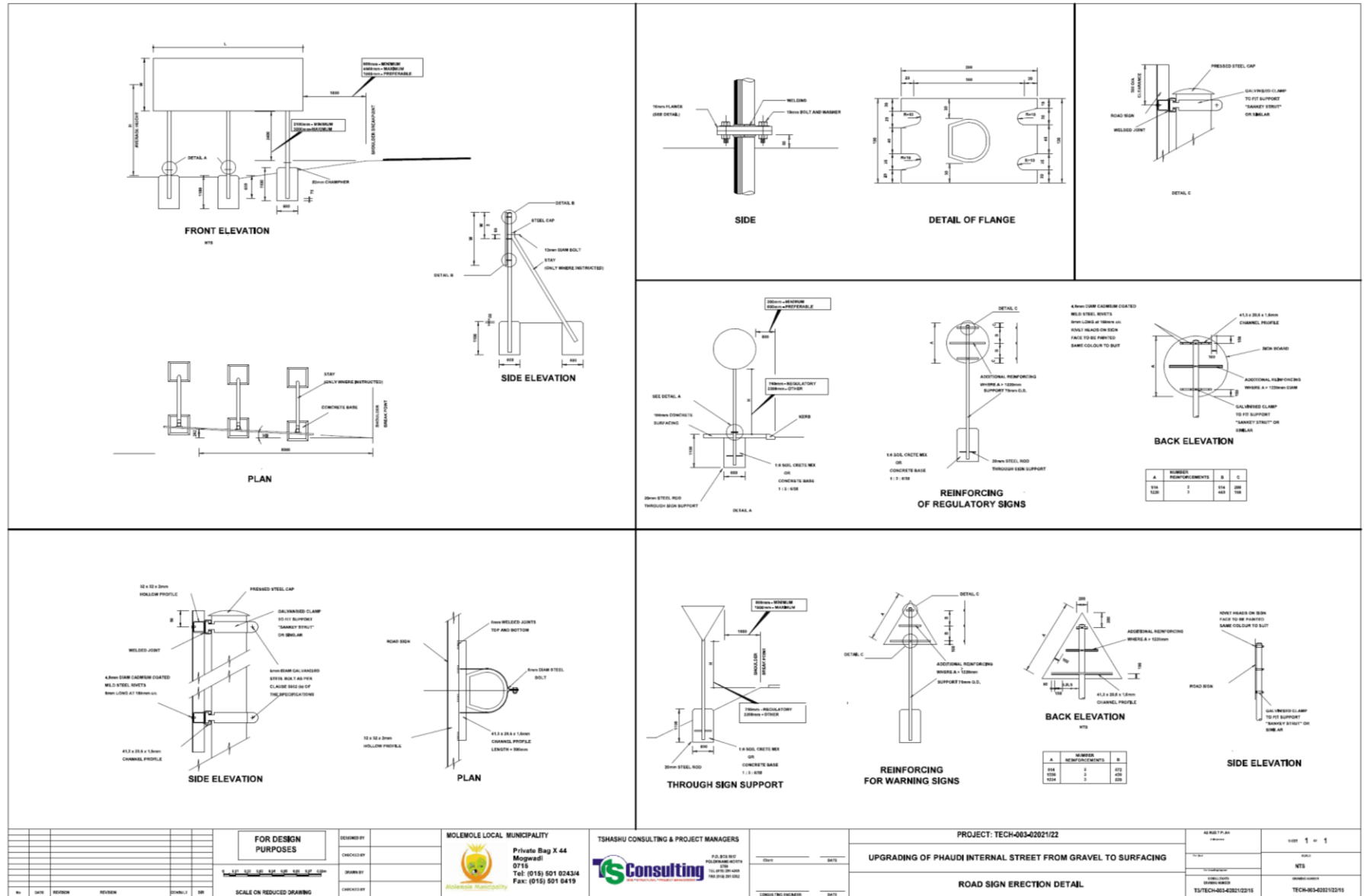
NOTE : THE ACTUAL SPEED LIMIT TO BE USED WILL BE SPECIFIED ON SITE BY THE ENGINEER.

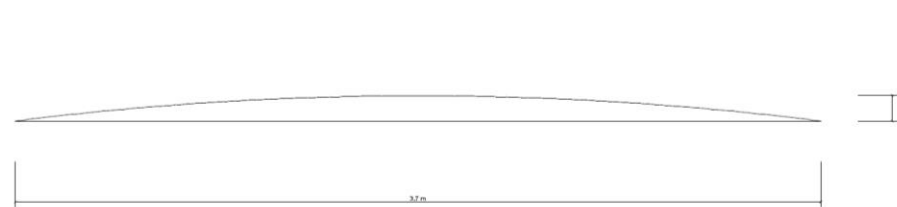
SPEED LIMIT (R14)



DE-RESTRICTION (G29)

FOR DESIGN PURPOSES					MOLEMOLE LOCAL MUNICIPALITY					TSHASHU CONSULTING & PROJECT MANAGERS					PROJECT: TECH-003-02021/22					AS SUB T.P. 2/1				
DESIGNED BY					Private Bag X 44 Mogwadi 0715 Tel: (015) 501 0243/4 Fax: (015) 501 0419					P.O. BOX 801 PHAUMOTHE MOGWADE 0715 Tel: (015) 501 0243 Fax: (015) 501 0419					UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING					1:1				
DRAWN BY					TSHASHU CONSULTING					TSHASHU CONSULTING					STOP SIGN DETAILS					1:1				
CHECKED BY					TSHASHU CONSULTING					TSHASHU CONSULTING					1:1					1:1				
SCALE ON REDUCED DRAWING					TSHASHU CONSULTING					TSHASHU CONSULTING					1:1					1:1				





Section through Semi-Round circular hump

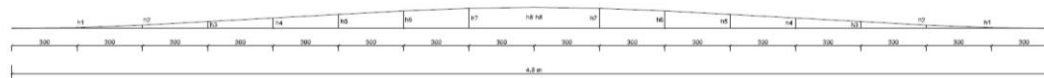
Scale 1 : 10

Design Speed (km/h)	Height (h in mm)	Decision sight distance (m)
30	120	50 km/h 135 - 185
40	150	60 km/h 170 - 235
60	80	70 km/h 200 - 275



Plan of hump

Scale 1 : 80



h1 = 4 mm	h5 = 67 mm
h2 = 16 mm	h6 = 84 mm
h3 = 28 mm	h7 = 96 mm
h4 = 50 mm	h8 = 100 mm

Section through Sinusoidal hump

Scale 1 : 10

inter width = 1.4 m

Spacing between speed humps :	
Maximum desired speed between speed humps (km/h)	Spacing (m)
35	80
40	100
45	150
50	200

NOTE :
POSITIONS OF SPEED HUMPS
WILL BE POINTED OUT ON SITE BY THE ENGINEER

					<div>FOR DESIGN PURPOSES</div>		<div>DESIGNED BY</div>		<div>MOLEMOLE LOCAL MUNICIPALITY</div>		<div>TSHASHU CONSULTING & PROJECT MANAGERS</div>		<div>PROJECT: TECH-003-02021/22</div>		<div>AS PER T.P. 411</div>		<div>1:100</div>		<div>1</div>	
							<div>CHECKED BY</div>		<div><div></div><div>Private Bag X 44 Mogwadi 0715 Tel: (015) 501 0243/4 Fax: (015) 501 0419</div></div>		<div><div></div><div>P.O. BOX 907 POLYMERHURST 0710 Tel: (015) 501 0243 Fax: (015) 501 0419</div></div>		<div>UPGRADING OF PHAUDI INTERNAL STREET FROM GRAVEL TO SURFACING</div>		<div>TSC CONSULTING</div>		<div>AS SHOWN</div>			
					<div>SCALE ON REDUCED DRAWING</div>		<div>CHECKED BY</div>		<div>Molemole Municipality</div>		<div>TSC Consulting</div>		<div>DETAIL OF SPEED HUMPS</div>		<div>TSC/TECH-003-02021/22/16</div>		<div>TECH-003-02021/22/16</div>			
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Molemole Local Municipality
UPGRADING OF PHAUDI INTERNAL STREETS FROM GRAVEL TO SURFACING

