

# LEKWA LOCAL MUNICIPALITY



**BID No: DTS 17/2021/2022**

## ***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE, MORGENZON***

**Closing Date: 6 December 2021 @ 12h00**

### **VOLUME 1: TENDER DOCUMENT**

#### **TENDER SUBMITTED BY:**

Name of Company : .....

Contact Name : .....

Contact No : .....

Address : .....

.....

**Tender Amount (VAT incl.)** : .....

Issued by:

Lekwa Local Municipality,  
Cnr. Dr Beyers Naude & Mbonani Mayisela Streets,  
Standerton  
2430.

Tel : (017) 712 9600



## LEKWA LOCAL MUNICIPALITY

### ***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON***

#### CONTENTS

<b>NUMBER</b>	<b>HEADING</b>	<b>PAGE</b>
<b>Volume 1</b>	<b>Tender Document</b>	
<b>Portion 1:</b>	<b>Tender</b>	
<b>Part T1:</b>	<b>Tendering procedures</b>	
T1.1	Tender Notice and Invitation to Tender .....	T1.1-1to4
T1.2	Tender Data .....	T1.2-1to15
T1.3	Standard Conditions of Tender .....	T1.3-1to15
<b>Part T2:</b>	<b>Returnable documents and schedules</b>	
T2.1	MBD Forms .....	T2.1-1to30
T2.2	Returnable Documents .....	T2.2-1to15
T2.3	Returnable Schedules .....	T2.3-1to28
T2.4	Checklist .....	T2.4-1to5
<b>Portion 2:</b>	<b>Contract</b>	
<b>Part C1:</b>	<b>Agreements and Contract Data</b>	
C1.1	Form of Offer and Acceptance .....	C1.1-1to5
C1.2	Contract Data .....	C1.2-1to14
C1.3	Form of Guarantee .....	C1.3-1to4
C1.4	Ministerial Determination .....	C1.4-1to10
C1.5	Health & Safety Specifications by Employer.....	C1.5-1to36
<b>Part C2:</b>	<b>Pricing Data</b>	
C2.1	Pricing Instructions.....	C2.1-1to4
C2.2	Bill of Quantities .....	C2.2-1to45
C2.3	Summary of Bill of Quantities .....	C2.3-1to3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Part C3:**

**Scope of Work**

C3.1	Description of the Works .....	C3.1-1to5
C3.2	Engineering .....	C3.2-1to3
C3.3	Procurement .....	C3.3-1to6
C3.4	Construction .....	C3.4-1to3
C3.5	Specifications .....	C3.5-1to105

**Part C4:**

**Site Information**

C4.1	Scope of Site Information .....	C4.1-1to1
C4.2	Subsoil Investigation .....	C4.2-1to1
C4.3	Existing Services .....	C4.3-1to1
C4.4	Existing Buildings & Structures .....	C4.4-1to1

**Part C5:**

**Annexures**

C5.1	Locality Plan
C5.2	Tender Drawings
C5.3	Contract Name Board

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## LEKWA LOCAL MUNICIPALITY

### ***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON***

#### **PORTION 1: TENDER**

#### **PART T1: TENDERING PROCEDURES**

#### **CONTENTS**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>PART T1.1</b>	<b>TENDER NOTICE AND INVITATION TO TENDER (English Version) .....</b>	<b>T1.1-3to4</b>
<b>PART T1.2</b>	<b>TENDER DATA .....</b>	<b>T1.2-1to13</b>
<b>PART T1.3</b>	<b>STANDARD CONDITIONS OF TENDER .....</b>	<b>T1.3-1to15</b>

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T1.1: TENDER NOTICE AND INVITATION TO TENDER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Lekwa Local Municipality hereby invites bids for the following:

## TENDER ADVERT



### LEKWA LOCAL MUNICIPALITY

Tenders or Bid proposals are hereby invited from suitably qualified service providers for the following projects/services:

Tender No.	Tender Description	Service Provider	Compulsory briefing date time	CIDB Grading	Closing date & time	Briefing Venue
DTS 17/2021/2022	Upgrading of Gravel Road to Paved Road in Sivukile, Morgenzon	Contractor	29 <sup>th</sup> of November 2021 @ 11am	5CE or Higher	6 December 2021 @ 12h00	Morgenzon Municipal offices

All the returnable documents will be listed in all the tender documents. The tender documents must be sealed in an envelope clearly marked Tender No. DTS 17 /2021/2022 and description as stated above. All tender documents must be deposited in the tender box situated at Records section at the Main Building, Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton 2430. **Tender box is accessible Monday to Friday from 08h00 to 16h00.**

Documents will be available from the Cashiers Hall at non -refundable cost of R500.00 per document, It will also be available on the E-Tender. No email or facsimile transmission will be considered. All enquiries relating to this advert must be address to Mr Bilaal Cajee (SCM Official) on 082 303 7516 or [bcajee@lekwalm.gov.za](mailto:bcajee@lekwalm.gov.za)

Lekwa Local Municipality subscribe to the PPPFA and the 80/20 principle and functionality will be prequalification criteria to this bid where applicable. All bids submitted shall be valid for 90 days after the closing date.

Lekwa Local Municipality reserves the right not to appoint any of the bids.

That it BE NOTED that all protocols on COVID 19 will be adhered on the event of the site briefing

**Mr JM Mkgatsi**  
**ACTING MUNICIPAL MANAGER**

**NOTICE NO. ...2021**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE,  
MORGENZON***

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T1.2: TENDER DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### **UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE, MORGENZON**

#### **PART T1.2: TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 as published in Government Gazette No 33239 of 28 May 2010 and as amended and supplemented by the Tender Data in this Part T1.2. The complete extract entitled "Annex F" of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 with its originally-published page numbers "34" to "45" is bound into Part T1.3. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Regulations, 2011 published in Government Gazette No 34350 dated 8 June 2011, and to the requirements of the Preferential Procurement Regulations of LEKWA Local Municipality.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Clause	Addition or Variation to Standard Conditions of Tender
<b>1.</b>	<b>General</b>
1.1	<i>Add the following:</i> The Employer is <b>Lekwa Local Municipality</b>
1.2	<i>Add the following:</i> The tender documents issued by the employer comprise of one volume only and consists of the following:  <b>VOLUME 1: TENDER DOCUMENT</b> <b>PORTION 1: TENDER</b> <b>Part T1 Tendering Procedures</b> Part T1.1 Tender Notice and Invitation to Tender Part T1.2 Tender Data Part T1.3 Standard Conditions of Tender <b>Part T2 Returnable Documents and Schedules</b> Part T2.1 MBD Forms Part T2.2 Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender	
	Part T2.3	Returnable Schedules
	Part T2.4	Checklist
	<b>PORTION 2:</b>	<b>CONTRACT</b>
	<b>Part C1</b>	<b>Agreements and Contract Data</b>
	Part C1.1	Form of Offer and Acceptance
	Part C1.2	Contract Data
	Part C1.3	Form of Guarantee
	Part C1.4	Ministerial Determination
	Part C1.5	Health & Safety Specifications by Employer
	<b>Part C2</b>	<b>Pricing Data</b>
	Part C2.1	Pricing Instructions
	Part C2.2	Bill of Quantities
	Part C2.3	Summary of Bill of Quantities
	<b>Part C3</b>	<b>Scope of Work</b>
	Part C3.1	Description of the Works
	Part C3.2	Engineering
	Part C3.3	Procurement
	Part C3.4	Construction
	Part C3.5	Specifications
	<b>Part C4</b>	<b>Site Information</b>
	Part C4.1	Scope of Site Information
	Part C4.2	Subsoil Investigation
	Part C4.3	Existing Services
	<b>Part C5</b>	<b>Annexures</b>
	<p>The following publications form part of the contract documents, but is not supplied by the employer.</p> <p><b>VOLUME 2: GENERAL CONDITIONS OF CONTRACT</b></p> <p>The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), as published by the South African Institution of Civil Engineering. This document is available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.</p>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p><b>VOLUME 3: COLTO</b></p> <p>The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition). This document is available at the Contractor's expense from South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.</p> <p>Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.</p> <p>Volume 2 and 3 may also be inspected, by appointment, at the offices of the Employers Agent during office hours.</p>
1.3.2	<p><i>Replace the item with the following:</i></p> <p>The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.</p>
1.4	<p><i>Add the following:</i></p> <p>The Employer's agent is (also known as the Engineer):</p> <p>Melokuhle Management 3 Brill Street Westdene Tell: 051 430 0641 Email: zibele@melokuhle.com</p>
<b>2.</b>	<b>Tenderer's Obligations</b>
2.1	<p><i>Add the following:</i></p> <p>Only those tenderers who are registered with the CIDB, prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE class of construction work are eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer requires the tenderer to have a <b>5CE or HIGHER</b> CIDB rating.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>(a) every member of the joint venture is registered with the CIDB;</li> <li>(b) the lead partner has a contractor grading designation of <b>5CE or HIGHER</b>; and</li> <li>(c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is one category higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work.</li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
2.2	<p><i>Add the following:</i></p> <p>Accept that failing the submission of a bona fide tender, a Tenderer shall forfeit his tender deposit ( if he fails to return a complete set of documents prior to the closing time for the submission of tender offers.</p> <p>Accept that on submission of a bona fide tender or return of the documents as required above, a Tenderer shall receive his tender deposit within three (3) months of the closing of tenders, if the deposit is refundable.</p> <p>Accept that the Employer will not compensate the Tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent (if required).</p> <p>Accept that the Employer will not compensate the tenderer for any cost incurred in supplying additional information or samples for consideration as part of the tender process.</p>
2.3	<p><i>Add the following:</i></p> <p>A compulsory site visit and clarification meeting will be held as follows:</p> <p>Refer to Tender Notice and Invitation to Tender (Section T1.1 of the document).</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2.10 of the Document.</p> <p>Tender documents will not be made available at the site visit or clarification meeting. Details relating to the collection of tender documents are indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).</p>
2.4	<p><i>Replace the item with the following:</i></p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.</p>
2.5	<p><i>Replace the item with the following:</i></p> <p>The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.</p>
2.10.5	<p><i>Add the following new clause to Item 2.10:</i></p> <p>A digital copy of the Bill of Quantities in spreadsheet format may be obtained from the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) upon sufficient notice.</p>
2.11	<p><i>Add the following:</i></p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Clause	Addition or Variation to Standard Conditions of Tender
2.12.1	<p><i>Add the following:</i></p> <p>All alternative tender offers shall be referred to in Section T2.2.19 – Alterations to Tender.</p>
2.12.2	<p><i>Add the following:</i></p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full detail thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p><i>Add the following:</i></p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	<p><i>Replace the item with the following:</i></p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in their original formats and no pages shall be removed or re-arranged.</p>
2.13.3	<p><i>Add the following:</i></p> <p>No copies of the tender offer are required.</p>
2.13.4	<p><i>Add the following:</i></p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
2.13.5	<p><i>Add the following:</i></p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location: LEKWA LOCAL MUNICIPALITY MAIN OFFICE</p> <p>Physical address: Cnr. Dr Beyers Naude &amp; Mbonani Mayisela Streets, Standerton 2430</p> <p>Identification details:</p> <p style="text-align: center;"><b>BID No: DTS 17/2021/2022</b></p> <p><b>UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE, MORGENZON</b></p> <p>The name and address of the tenderer shall be entered on the back of the envelope.</p>
2.13.6	<p><i>Add the following:</i></p> <p>A two-envelope procedure will <b>NOT</b> be followed.</p>
2.13.10	<p><i>Add the following new clause to Item 2.13:</i></p> <p>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p><i>Add the following:</i></p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Part T2.1 : MBD Forms</p> <p>Part T2.2 : Returnable Documents</p> <p>Part T2.3 : Returnable Schedules</p> <p>Part T2.4 : Checklist</p> <p>Part C1.1 : Form of Offer and Acceptance</p> <p>Part C1.2 : Contract Data (Part 2)</p> <p>Part C2.2 : Bill of Quantities</p> <p>Part C2.3 : Summary of Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p><b>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</b></p> <p>Accept that the Employer is restricted in accordance with clause 4(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the <u>necessary competencies and resources</u> to carry out the work safely.</p>
2.15.1	<p><i>Add the following:</i></p> <p>The closing time and location for the submission of tender offers are:</p> <p>Closing date and time: 6 December 2021 at 12h00</p> <p>Location: Lekwa Local Municipality main building, Cnr. Dr Beyers Naude &amp; Mbonani Mayisela Streets, Standerton 2430</p>
2.16.1	<p><i>Add the following:</i></p> <p>The tender offer validity period is <b>90</b> days.</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p><i>Add the following:</i></p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.3	<p><i>Add the following new clause:</i></p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
2.22	<i>Replace the item with the following:</i> Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.23	<i>Add the following:</i> The following certificates/information are to be provided with the tender offer: (a) Sars Tax pin (b) CSD Registration not older than 7days at closing of closing and to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract. (c) Certified copy of Certificate of Incorporation (if tenderer is a Company) (f) Certified copy of Identity Document (if tenderer is a One-man concern), (g) Joint venture agreement (if the tenderer is a joint venture). (h) Proof of CIDB Registration. A contractor may not undertake, carry out or complete any construction works or portion thereof for public sector contracts, awarded in terms of competitive tender or quotation, unless he or she is registered with the CIDB and holds a valid registration certificate issued by the Board. (i) Valid Municipal account, or a copy of a Valid Lease Agreement (if renting) not older than 60 days and not in arrears. (j) Previously successfully completed completion certificates (k) Valid certificate of B-BBEE Status Level of Contributor as issued by an accredited body. To be attached to the relevant Form in Part 2.2 Returnable Schedules
<b>3.</b>	<b>The Employers Undertakings</b>
3.1.	<i>Replace the item with the following:</i> Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.
3.2	<i>Add the following:</i> The time and location for opening of the tender offers are: Date and time: 6 December 2021 at 12h00 Location: Tender Box at the Main Offices Lekwa Local Municipality Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton 2430
3.3	<i>Replace the item with the following:</i> A two-envelope procedure will <b>NOT</b> be followed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender																										
3.4	<p><i>Add the following new sub item to Item 3.8:</i></p> <p><b>Functionality Criteria</b></p> <p>The below table will be evaluated and adjudicated on basis of information provided, the bidders is required to score a minimum of 60 Points to be considered to the next stage of evaluation</p> <table> <tr> <th colspan="2">Evaluation Description</th><th>Minimum Points to be scored</th><th>Maximum points to be scored</th></tr> <tr> <td>2.3.1</td><td>Plant and Equipment</td><td>15</td><td>30</td></tr> <tr> <td>2.3.2</td><td>Qualification and experience of Contract Manager and Site Manager</td><td>20</td><td>30</td></tr> <tr> <td>2.3.3</td><td>Similar type and size of projects successfully completed by the company</td><td>15</td><td>30</td></tr> <tr> <td>2.3.4</td><td>Health and Safety Office</td><td>10</td><td>10</td></tr> <tr> <td></td><td>Total</td><td>60</td><td>100</td></tr> </table> <p>Bidders required to score a minimum in each category.</p> <p>Bidders will be disqualified if they fail to meet the minimum on each line item. For example, if bidder fails to submit information on Contract Manager and Site Agent, the bidder will be disqualified.</p>			Evaluation Description		Minimum Points to be scored	Maximum points to be scored	2.3.1	Plant and Equipment	15	30	2.3.2	Qualification and experience of Contract Manager and Site Manager	20	30	2.3.3	Similar type and size of projects successfully completed by the company	15	30	2.3.4	Health and Safety Office	10	10		Total	60	100
Evaluation Description		Minimum Points to be scored	Maximum points to be scored																								
2.3.1	Plant and Equipment	15	30																								
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2.3.4	Health and Safety Office	10	10																								
	Total	60	100																								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender				
	<b>Description</b>	<b>Minimum Requirements</b>		<b>Weight</b>	
	Plant and Equipment	The Tenderer must proof that the following plant will be available for the project. For his own plant with colour photos showing the side and front for each plant, must provide proof of ownership and may be subjected to an inspection of his premises.  If the service provider is renting plant, he is required to submit all proof of ownership for the plant from the rental company with letter confirming availability of plant.  The minimum plant requirement for this project is:		Rental	Owner
		Grader	Proof of ownership	2.5	5
		Water Truck	Proof of ownership	2.5	5
		Tipper Truck	Proof of Ownership	2.5	5
		Excavator	Proof of Ownership	2.5	5
		Roller	Proof of ownership	2.5	5
		TLB	Proof of ownership	2.5	5
		<b>Total</b>		<b>15</b>	<b>30</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender			
	The functionality criteria are as listed in the table below:			
	<b>Criteria</b>	<b>Evaluation Indicators</b>	<b>Points Allocated</b>	<b>Weight</b>
	Qualification and experience of Contract Manager and Site Manager	<p>Points will be scored on the following basis:</p> <p><b>Contracts Manager</b></p> <p>Degree/BTech (Civil) Engineering: 10 years plus Experience 15</p> <p>National Diploma (Civil Engineering) 10 years plus Experience 10</p> <p>Diploma: Between 5 years to less than 10 years' Experience 5</p> <p><b>Site Manager</b></p> <p>National Diploma (Civil Engineering) plus 10 years plus Experience 15</p> <p>Diploma (Civil Engineering) plus 10 years plus experience 10</p> <p>Diploma (Civil engineering): Between 5 years to less than 10 years' Experience 5</p>		30
	Number of similar type and size of projects successfully completed by the company	<p>Successful completion of a similar type and size of project by the company (Attach proof in Annexure J)</p> <p>Appointment plus completion certificate to be attached. Failure to submit both will result in no scores being allocated.</p>	<p>Number of Civil (Road Related) Projects for successfully completed by the Company:</p> <p>0 projects = 0 Points (No points)</p> <p>1 project = 5 Points</p> <p>2 projects = 10 Points</p> <p>3 projects = 15 Points</p> <p>4 projects = 20 Points</p> <p>5 projects = 30 Points</p>	30
	Health and Safety Officer	CV and Certified copy SAMTRAC Certificate (Minimum) No certificate attached will not score any points.	Minimum three (3) years of experience	10
	<b>TOTAL</b>			<b>100</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender				
	<table border="1"> <thead> <tr> <th>Description</th><th>Special Conditions</th></tr> </thead> <tbody> <tr> <td>Contracts Manager or Site Manager</td><td>The Contracts Manager / Site Manager will be required to spend 100% of his time on site</td></tr> </tbody> </table> <p>The Tenderer must comply with the minimum requirements in accordance with the Functionality Criteria table above and must obtain at least 60 points under the Points Allocation of the Functionality Criteria to qualify.</p>	Description	Special Conditions	Contracts Manager or Site Manager	The Contracts Manager / Site Manager will be required to spend 100% of his time on site
Description	Special Conditions				
Contracts Manager or Site Manager	The Contracts Manager / Site Manager will be required to spend 100% of his time on site				
3.9	<p><i>Replace the item with the following:</i></p> <p>Check responsive tender offers for arithmetical errors.</p> <p>Correcting arithmetical errors in the following manner:</p> <ul style="list-style-type: none"> <li>(a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.</li> <li>(b) 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 corrected total of the prices shall govern.</li> <li>(c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</li> </ul> <p>Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p>				
3.11.3	<p><i>Add the following:</i></p> <p>Up to 10 tender evaluation points may be awarded to tenderers for suitable B-BBEE certification of <b>Status Level of contributor</b> and who are found to be eligible for the preference claimed.</p> <p>Unless stated otherwise, and where not in conflict with this Tender Data, the Preferential Procurement Regulations of the Lekwa Local Municipality bound in this document as Part T1.4, shall also apply.</p> <p>Only tenders that pass the eligibility criteria shall be evaluated. Evaluation shall be done in terms of Method 2 (Financial Offer and Preferences).</p>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T1.2-14



Clause	Addition or Variation to Standard Conditions of Tender
3.12	<p><i>Replace the item with the following:</i></p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.	<p><i>Add the following new sub item to Item 3.13:</i></p> <p>A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.</p>
3.16	<p><i>Replace the item with the following:</i></p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.</p>
3.17	<p><i>Add the following:</i></p> <p>The successful tenderer shall receive one copy of the signed contract.</p>

**END OF SECTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **LEKWA LOCAL MUNICIPALITY**

### ***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE- MORGENZON***

#### **PORTION 1: TENDER**

#### **PART T1: TENDERING PROCEDURES**

#### **PART T1.3: STANDARD CONDITIONS OF TENDER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE- MORGENZON

#### PART T1.3: STANDARD CONDITIONS OF TENDER

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 and as published in Government Gazette No 33239 of 28 May 2010 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled "Annex F" is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

#### Annex F (normative)

#### Standard Conditions of Tender

##### F.1 General

##### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



decisions taken.

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

## **F.1.2 Tender Documents**

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

## **F.1.3 Interpretation**

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

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### **F.1.4 Communication and employer's agent**

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

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

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

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

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

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

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

### **F.2 Tenderer's obligations**

#### **F.2.1 Eligibility**

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

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

#### **F.2.2 Cost of tendering**

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

#### **F.2.3 Check documents**

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

#### **F.2.4 Confidentiality and copyright of documents**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

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

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the tender offer**

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

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

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

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

#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative tender offers**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### **F.2.16 Tender offer validity**

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

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

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

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

#### **F.2.17 Clarification of tender offer after submission**

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

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

#### **F.2.18 Provide other material**

**F.2.18.1** 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), preferencing 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 nonresponsive.

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

#### **F.2.19 Inspections, tests and analysis**

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

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

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

#### **F.2.21 Check final draft**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **F.2.22 Return of other tender documents**

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

## **F.2.23 Certificates**

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

## **F.3 The employer's undertakings**

### **F.3.1 Respond to requests from the tenderer**

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

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

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

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### **F.3.5 Two-envelope system**

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

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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

### **F.3.9 Arithmetical errors, omissions and discrepancies**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

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

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

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

#### **F.3.10 Clarification of a tender offer**

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

#### **F.3.11 Evaluation of tender offers**

##### **F.3.11.1 General**

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

##### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$\text{TEV} = \text{NFO} + \text{NP}$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

### F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

$$\text{TEV} = \text{NFO} + \text{NQ}$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



$$TEV = NFO + NP + NQ$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.  
W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

Formul a	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

#### F.3.11.8 Scoring preferences

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

#### F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;  
MS is the maximum possible score for quality in respect of a submission; and  
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### **F.3.12 Insurance provided by the employer**

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

#### **F.3.13 Acceptance of tender offer**

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

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

#### **F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

#### **F.3.15 Complete adjudicator's contract**

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

#### **F.3.16 Notice to unsuccessful tenderers**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





tender data, or agreed additional period.

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

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NATIONAL TREASURY****NO. R. 32****20 JANUARY 2017****PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:  
PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

The Minister of Finance has, in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), made the regulations set out in the Schedule.

**SCHEDULE****Preferential Procurement Regulations, 2017****Contents**

1. Definitions
2. Application
3. Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting
4. Prequalification criteria for preferential procurement
5. Tenders to be evaluated on functionality
6. 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
7. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million
8. Local production and content
9. Subcontracting as condition of tender
10. Criteria for breaking deadlock in scoring
11. Award of contracts to tenderers not scoring highest points
12. Subcontracting after award of tender
13. Cancellation of tender
14. Remedies
15. Circulars and guidelines
16. Repeal of Regulations and saving
17. Short title and commencement

## Definitions

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned-

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

**“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**“black designated groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**“black people”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

**“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

**“co-operative”** means a co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act No. 14 of 2005);

**“designated group”** means-

- (a) black designated groups;
- (b) black people;
- (c) women;
- (d) people with disabilities; or
- (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

**“designated sector”** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);

**“EME”** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

**“military veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

**“National Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

**“people with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

**“price”** includes all applicable taxes less all unconditional discounts;

**“proof of B-BBEE status level of contributor”** means-

- (a) the B-BBEE status level certificate issued by an authorised body or person;
- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

**“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

**“rural area”** means-

- (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;

**“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b);

**“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

**“township”** means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

**“treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

**“youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

## Application

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.<sup>1</sup>

## Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting

3. An organ of state must-

- (a) determine and stipulate in the tender documents-
  - (i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

<sup>1</sup> The definition of “organ of state” in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

- (ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;
- (b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;
- (c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;
- (d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and
- (e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

### **Pre-qualification criteria for preferential procurement**

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
  - (i) an EME or QSE which is at least 51% owned by black people;
  - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
  - (iii) an EME or QSE which is at least 51% owned by black people who are women;
  - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
  - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - (vi) a cooperative which is at least 51% owned by black people;
  - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
  - (viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

### **Tenders to be evaluated on functionality**

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
  - (a) the evaluation criteria for measuring functionality;
  - (b) the points for each criteria and, if any, each sub-criterion; and

- (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
- (a) must be determined separately for each tender; and
- (b) may not be so-
- (i) low that it may jeopardise the quality of the required goods or services; or
- (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

**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**

6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

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.

(2) The following table must be used to calculate the score out of 20 for B-BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 80 for price; and

(b) scores 0 points out of 20 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

### **90/10 preference point system for acquisition of goods or services with Rand value above R50 million**

7.(1) The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

$P_{\min}$  = Price of lowest acceptable tender.

(2) The following table must be used to calculate the points out of 10 for B-BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but-

- (a) may only score points out of 90 for price; and
- (b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-



- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
  - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
  - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

### **Local production and content**

8.(1) The Department of Trade and Industry may, in consultation with the National Treasury-

- (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and
- (b) stipulate a minimum threshold for local production and content.

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

(3) The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular.

(4)(a) If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

(b) The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.

(5) A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

### **Subcontracting as condition of tender**

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

(2) If an organ of state applies subcontracting as contemplated in subregulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

- (a) an EME or QSE;

- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a cooperative which is at least 51% owned by black people;
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- (i) more than one of the categories referred to in paragraphs (a) to (h).

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

### **Criteria for breaking deadlock in scoring**

10.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.

(2) If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.

(3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

### **Award of contracts to tenderers not scoring highest points**

11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.

(2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

### **Subcontracting after award of tender**

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

## Cancellation of tender

**13.** (1) An organ of state may, before the award of a tender, cancel a tender invitation if-

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tender is received; or
- (d) there is a material irregularity in the tender process.

(2) The decision to cancel a tender invitation in terms of subregulation (1) must be published in the same manner in which the original tender invitation was advertised.

(3) An organ of state may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

## Remedies

**14.**(1) Upon detecting that a tenderer submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must-

- (a) inform the tenderer accordingly;
  - (b) give the tenderer an opportunity to make representations within 14 days as to why-
    - (i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;
    - (ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and
    - (iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and
  - (c) if it concludes, after considering the representations referred to in subregulation (1)(b), that-
    - (i) such false information was submitted by the tenderer-
      - (aa) disqualify the tenderer or terminate the contract in whole or in part; and
      - (bb) if applicable, claim damages from the tenderer; or
    - (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.
- (2)(a) An organ of state must-
- (i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);

- (ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
- (iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.
  - (b) The National Treasury may request an organ of state to submit further information pertaining to subregulation (1) within a specified period.
  - (3) The National Treasury must-
    - (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
    - (b) maintain and publish on its official website a list of restricted suppliers.

### **Circulars and guidelines**

**15.** The National Treasury may issue-

- (a) a circular to inform organs of state of any matter pertaining to these Regulations; or
- (b) a guideline to assist organs of state with the implementation of any provision of these Regulations.

### **Repeal of Regulations and saving**

**16.**(1) Subject to this regulation, the Preferential Procurement Regulations, 2011, published in Government Notice No R. 502 of 8 June 2011 (herein called “the 2011 Regulations), are hereby repealed with effect from the date referred to in regulation 17.

(2) Any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of these Regulations.

(3) Any tender advertised before the date referred to in regulation 17 must be dealt with in terms of the 2011 Regulations.

### **Short title and commencement**

**17.** These Regulations are called the Preferential Procurement Regulations, 2017 and take effect on 1 April 2017.



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**LEKWA LOCAL MUNICIPALITY**

**UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



---

**LEKWA LOCAL MUNICIPALITY**

**UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**CONTENTS**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
PART T2.1	MBD FORMS .....	T2.1-3to31
PART T2.2	RETURNABLE DOCUMENTS .....	T2.2-1to15
PART T2.3	RETURNABLE SCHEDULES .....	T2.3-1to28
PART T2.4	CHECKLIST .....	T2.4-1to5

**END OF SECTION**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE- MORGENZON

#### PORTION 1: TENDER

#### PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

#### PART T2.1: MBD FORMS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## MBD FORMS CHECKLIST

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | MBD 1: INVITATION TO BID & COMPANY INFORMATION                        |
| <input type="checkbox"/> | MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS                         |
| <input type="checkbox"/> | MBD 3.1: PRICING SCHEDULE FIRM PRICES (PURCHASES)                     |
| <input type="checkbox"/> | MBD 3.2: PRICING SCHEDULE NON-FIRM PRICES (PURCHASES)                 |
| <input type="checkbox"/> | MBD 3.3: PRICING SCHEDULE (PROFESSIONAL SERVICES)                     |
| <input type="checkbox"/> | MBD 4: DECLARATION OF INTEREST  |
| <input type="checkbox"/> | MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION                   |
| <input type="checkbox"/> | MBD 6.1: PREFERENCE POINTS CLAIM FORM                                 |
| <input type="checkbox"/> | MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |
| <input type="checkbox"/> | MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION                   |

---

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## INVITATION TO BID

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEKWA LOCAL MUNICIPALITY

BID NUMBER:	DTS 17/2021/2022	CLOSING DATE:	6 DECEMBER 2021	CLOSING TIME:	12H00
DESCRIPTION	UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

Lekwa Local Municipality,  
Cnr. Dr Beyers Naude & Mbonani Mayisela Streets,  
Standerton  
2430.

## SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM UNIT		CONTACT PERSON	S Kuona	
CONTACT PERSON	Mr Bilaal Cajee (SCM Official)		TELEPHONE NUMBER		
TELEPHONE NUMBER	082 303 7516		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	SKuona@lekwalm.gov.za	
E-MAIL ADDRESS	bcajee@lekwalm.gov.za				

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: .....

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

DATE: .....


## **B MBD2**

### **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

CSD registration report not older than 7 days at date of closing. Report to reflect compliant tax status from the date of approval.

**MBD 3.1****PRICING SCHEDULE – FIRM PRICES**

DESCRIPTION	QUANTITY	AMOUNT
		
	<b>SUB-TOTAL</b>	
	<b>VAT (15%)</b>	
	<b>TOTAL</b>	

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

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

**CONDITIONS OF TENDER**

- Price(s) quoted must be valid for at least ninety (90) days from date of offer for evaluation purposes.
- Price(s) quoted must be firm and include VAT
- Tenderers original valid tax clearance certificate must be attached.
- Tender original or certified B-BBEE Certificate must be attached to the document
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaire, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid.

**MBD 4**

## DECLARATION OF INTEREST

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

#### **1.1.1**

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

5. I duly confirm that the above information is correct until otherwise advised in writing AND the company undertakes to immediately, in writing on same day of appointment, advise the Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government AND the company will deregister from the Municipality Supplier Database and cease forthwith from doing business with the Municipality AND the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

**MBD 5**

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

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

1      Are you by law required to prepare annual financial statements for auditing?      **\*YES / NO**

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

.....  
.....

2      Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?      **\*YES / NO**

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

2.2    If yes, provide particulars.

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

\* Delete if not applicable



- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**\*YES / NO**

- 3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

(\*YES / NO)

- 4.1 If yes, furnish particulars

.....

.....

### **CERTIFICATION**

**I, THE UNDERSIGNED (NAME)** .....

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

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

**FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## MBD6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

#### 2. DEFINITIONS

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



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

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor:      =      .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

**.....COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

## 8.6 MUNICIPAL INFORMATION

**Municipality**                      **where**                      **business**                      **is**                      **situated:**

.....

**Registered account number:** .....

**Stand Number:** .....

8.7      Total      number      of      years      the      company/firm      has      been      in  
business:.....

8.8      I/we, the undersigned, who is / are duly authorised to do so on behalf of the  
company/firm, certify that the points claimed, based on the B-BBE status level of  
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies  
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions  
as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown  
in paragraphs 1.4 and 6.1, the contractor may be required to furnish  
documentary proof to the satisfaction of the purchaser that the claims are  
correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a  
fraudulent basis or any of the conditions of contract have not been fulfilled, the  
purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a  
result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered  
as a result of having to make less favourable arrangements due  
to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and  
directors, or only the shareholders and directors who acted on a  
fraudulent basis, be restricted by the National Treasury from  
obtaining business from any organ of state for a period not  
exceeding 10 years, after the *audi alteram partem* (hear the  
other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

### WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the**

**formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2**

**DATE:** \_\_\_\_\_

## Annex C

### Local Content Declaration - Summary Schedule

(C1) Tender No.  
 (C2) Tender description:  
 (C3) Designated product(s)  
 (C4) Tender Authority:  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate: Pula  EU  GBP   
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

#### Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

#### Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R		
(C21) Total Exempt imported content	R		
(C22) Total Tender value net of exempt imported content	R		
		(C23) Total Imported content	R
		(C24) Total local content	R
		(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date: \_\_\_\_\_

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

Pula

EU

R

GBP

R

Note: VAT to be excluded from all calculations

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Summary



D. Other foreign currency payments			Calculation of foreign currency payments				Summary of payments		
<div>Signature of tenderer from Annex B</div> <div></div> <div>Date: <div></div></div>	Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of payments		
	(D46)	(D47)	(D48)	(D49)	(D50)		(D51)		
	(D52) Total of foreign currency payments declared by tenderer and/or 3rd party								
	(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above						R		
	This total must correspond with Annex C - C 23								

# Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

(E2)

Tender description:

(E3)

Designated products:

(E4)

Tender Authority:

(E5)

Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	% of LC
	(E6)	(E7)	(E8)	
	(E9) Total local products (Goods, Services and Works)		R	

(E10)

Manpower costs

( Tenderer's manpower cost)

R

(E11)

Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R

(E12)

Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

R

(E13) Total local content

R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

#### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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

.....

.....

Signature

Date

.....

.....

Position

Name of

Bidder



**LEKWA LOCAL MUNICIPALITY**

**UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.2: RETURNABLE DOCUMENTS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

## PART T2.2: RETURNABLE DOCUMENTS

The tenderer must complete **VOLUME 1: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

### Documents required for tender evaluation purposes:

- A: CSD Registration not older than 7days at closing of closing and to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract.
- B: Certified copy of VAT Registration Certificate
- C: Certified copy of Certificate of Incorporation (if tenderer is a Company)
- D: Certified copy of Identity Document (if tenderer is a One-man concern)
- E: Joint Venture Agreement (if the tenderer is a joint venture)
- F: Certified copy of CIDB Registration Certificate
- G: Municipal account not older than 60 days and not in arrears.
- H: Previously Successfully Completed Completion Certificates
- I: Certified copies of curricula vitae of all supervisory and safety personnel
- J: Certificate of Tenderer's Certified B-BBEE Status Level of Contributor (in terms of the Preferential Procurement Regulations, 2017 published in Government Gazette)
- K: Three (3) year Financial Statements Audited by Professional Registered Accountant (Applicable for tenders over R10million)
- L: Letter of authority signed on letterhead.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**A: CSD REGISTRATION NOT OLDER THAN 7DAYS AT CLOSING OF CLOSING AND TO SHOW COMPLIANCE ON TAX STATUS. TAX STATUS TO BE COMPLIANT AT DATE OF APPOINTMENT AND DURATION OF THE CONTRACT.**

Attach Original  
Tax Certificate

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**B: CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE**

Attach  
Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (if tenderer is a company)**

Attach  
Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**D: CERTIFIED COPY OF PARTNERSHIP AGREEMENT (if tenderer is a partnership)**

Attach  
Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**E: CERTIFIED COPY OF IDENTITY DOCUMENT (if tenderer is a one-man concern)**

Attach  
Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**F: JOINT VENTURE AGREEMENT (if the tenderer is a joint venture)**

Attach  
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**G: COPY OF CIDB REGISTRATION CERTIFICATE**

Attach  
Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**H: MUNICIPAL ACCOUNT FOR SERVICES NOT OLDER THAN 60 DAYS FROM DATE OF CLOSING OF BID AND NOT IN ARREARS OR COPY OF VALID LEASE AGREEMENT (if renting)**

Attach  
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



I: PREVIOUSLY SUCCESSFULLY COMPLETED COMPLETION CERTIFICATES WITH  
CORRESPONDING APPOINTMENT LETTERS

# Attach Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**J: CERTIFIED COPIES OF CERTIFICATES OF ALL SUPERVISORY AND SAFETY PERSONNEL  
AS WELL AS ACCOMPANYING CVs.**

Attach  
Curriculum  
Vitae

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# Attach Certificate

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Note to tenderer:**

**In the event of the tenderer being a joint venture/consortium the following details of the individual members must also be provided after award of Contract.**

**The tenderer shall provide the following details of this insurance cover:**

1. Name of Tenderer: .....
2. Period of Validity: .....
3. Value of Insurance:
  - (a) Insurance for Works and Contractor's Equipment:  
Company: .....  
Value: .....
  - (b) Insurance for Contractor's Personnel:  
Company: .....  
Value: .....
  - (c) General Public Liability:  
Company: .....  
Value: .....
  - (d) South African Special Risks Insurance Association (SASRIA):  
Company: .....  
Value: .....

Tenderer/(Authorised Signatory Signature): .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## K: CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR

Notes to tenderer:

1. The tenderer shall attach to this form a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see F.3.11.8 of the tender data).
2. In the event of a Joint Venture (JV), a consolidated BEE Verification Certificate in the name of the JV shall be attached.
3. The attached Verification Certificate and the associated Assessment Report shall identify:
  - (a) The name and domicilium citandi et executandi of the tenderer.
  - (b) The registration and VAT number of the tenderer.
  - (c) The dates of granting of the BBBEE score and the period of validity.
  - (d) The expiry date of the Verification Certificate.
  - (e) A unique identification number.
  - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
  - (g) The name and/or mark/logo of the BEE Verification Agency.
  - (h) The category (GENERIC, QSE, Exempt) in which the tenderer has been measured.
  - (i) The broad-based BEE status level.
  - (j) The SANAS logo on the Verification Certificate once verification agencies have been accredited.
  - (k) The BBBEE procurement recognition level.
  - (l) The score achieved per BEE element.
  - (m) The % black shareholding.
  - (n) The % black women shareholding.
  - (o) The % black persons with disabilities
  - (p) The value added status of the tenderer.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a Verification Agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form. Failure to abide by this requirement will result in such a tenderer scoring zero preference.

Attach  
Certificate

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**L: THREE (3) YEAR FINANCIAL STATEMENTS**

Attach financial  
statements

**END OF SECTION**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE- MORGENZON

#### PORTION 1: TENDER

#### PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

#### PART T2.3: RETURNABLE SCHEDULES

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

# UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

## PART T2.3: RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

**Documents that will become part of the Contract:**

### INDEX

Section	Description	Page No
T2.3.1	Alterations by Tenderer .....	T2.3-3
T2.3.2	Works Previously Executed .....	T2.3-4
T2.3.3	Present Commitments .....	T2.3-5
T2.3.4	Supervisory and Safety Personnel .....	T2.3-6
T2.3.5	Contract Participation Goal (CPG) Schedule .....	T2.3-7
T2.3.6	Labour Utilisation .....	T2.3-9
T2.3.7	Compliance with OHSA (Act 85 of 1993) .....	T2.3-12
T2.3.8	Plant and Equipment .....	T2.3-13
T2.3.9	Sub-contractors .....	T2.3-14
T2.3.10	Site Inspection Certificate .....	T2.3-15
T2.3.11	Authority of Signatory .....	T2.3-16
T2.3.12	Prospective tenders registration form/Change of registration form .....	T2.3-17
T2.3.13	Joint Venture Agreement .....	T2.3-19
T2.3.14	Preferential Procurement .....	T2.3-21
T2.3.15	Affidavit .....	T2.3-23
T2.3.16	Declaration of Interest .....	T2.3-26
T2.3.17	Banking Details .....	T2.3-27
T2.3.18	Rates for Special Materials .....	T2.3-28

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.1: ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

SIGNATURE OF TENDERER: ..... DATE: .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





**T2.3.2: WORKS PREVIOUSLY EXECUTED**

The following is a statement of major works successfully executed by myself/ourselves in recent years:

Employer	Engineer *	Nature of Works	Value of Works	Duration and Completion Date

***Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.***

SIGNATURE OF TENDERER: ..... DATE: .....

\* State firm, contact person and telephone number.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.3.3: PRESENT COMMITMENTS**

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

SIGNATURE OF TENDERER: ..... DATE: .....

\* State firm, contact person and telephone number.

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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## T2.3.4: SUPERVISORY AND SAFETY PERSONNEL

### PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Construction Health and Safety Officer						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

SIGNATURE OF TENDERER: .....

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **T2.3.5: CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR**

### **1. DEFINITIONS**

The following definitions shall apply to this schedule:

#### **1.1 Targeted labour**

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

#### **1.2 Target Group**

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor's own staff, unless such staff are also from the Target Area.

#### **1.3 Target Area**

The target area is defined as the area resorting under the Mangaung Metro Areas, in which the project is located.

### **2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS**

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;
- (2) accept the sanctions set out in Section 4 below should such conditions be breached; and
- (3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

### **3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5**

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

- 3 Requirements
- 3.1 Contract participation goal

*ADD THE FOLLOWING TO 3.1.1:*

"Targeted labour shall be engaged in the performance of the contract to the value of .....% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5."



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



#### 4. SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{1.0 \times (D - D_o) \times N_A}{(100)}$$

where:

- D = tendered Contract Participation Goal percentage
- D<sub>o</sub> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
- N<sub>A</sub> = Net Amount (Actual contract expenditure, excluding VAT)
- P = Rand value of penalty payable.

#### 5. TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 7.5%)

I/we hereby tender a Contract Participation Goal of .....% for the Participation of Targeted Labour.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.

SIGNATURE: ..... NAME: .....

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.6: LABOUR UTILISATION

### Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications.

#### 1. General Foreman/Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His/her duties encompass any one or more of the following activities:

- (a) Supervision
- (b) Maintaining discipline
- (c) Ensuring safety on the workplace
- (d) Being responsible to the Contractor for efficiency and production for his/her portion of the works
- (e) Performing skilled work, whether in an instructional capacity or otherwise.

#### 2. Charge hand

An employee engaged in any one or more of the following activities:

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan
- (b) Giving out work to other employees under his/her control and supervision
- (c) Ensuring safety on the workplace
- (d) Maintaining discipline
- (e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

#### 3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

#### 4. Team Leader

An employee engaged in any one or more of the following activities:

- (a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person
- (b) Giving out work to other employees under his control and supervision

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Contractor

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Witness 1

--

Witness 2

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Employer

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Witness 1

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Witness 2



- (c) Maintaining discipline
- (d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

**5. Skilled Employee**

An employee engaged in an ancillary trade or an assistant artisan.

**6. Semi-Skilled Employee**

An employee with any specified skills, an apprentice or a trainee-artisan.

**7. Unskilled Employee**

An employee engaged on any task or operation not specified above.

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 .....		
3.2 .....		
3.3 .....		
4. Safety Inspectors (specify type)		
4.1 .....		
4.2 .....		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

SIGNATURE OF TENDERER: ..... DATE: .....

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





### T2.3.7: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO
2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).  
 .....
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees? YES / NO  
 .....
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? YES / NO  
 .....
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? YES / NO  
 .....
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES / NO  
 If yes, please explain his duties and provide a copy of his CV.  
 .....  
 .....
7. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO  
 .....
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy). YES / NO

SIGNATURE OF TENDERER: ..... DATE: .....

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Witness 1

\_\_\_\_\_  
 Witness 2

\_\_\_\_\_  
 Employer

\_\_\_\_\_  
 Witness 1

\_\_\_\_\_  
 Witness 2



## T2.3.8: PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc

SIGNATURE OF TENDERER: ..... DATE: .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.9: SUB-CONTRACTORS

The tenderer shall list below any subcontractors he/she intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

SIGNATURE OF TENDERER: ..... DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### T2.3.10: SITE INSPECTION CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

SIGNATURE OF TENDERER: ..... DATE: .....

#### Site Visit

This will certify that .....

Representing .....

Attended a Site Inspection for this Contract on ..... 20.....

FOR THE ENGINEER: ..... (signed)

NB. Please note that the attendance register will be used to double check the tenderer attendance.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.11 AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

- |     |   |                          |
|-----|---|--------------------------|
| (a) | A company, and attach hereto a certified copy of the required resolution of the Board of Directors  | <input type="checkbox"/> |
| (b) | A partnership, and attach hereto a certified copy of the required resolution by all partners  | <input type="checkbox"/> |
| (c) | A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials                                      | <input type="checkbox"/> |
| (d) | A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender                             | <input type="checkbox"/> |
| (e) | A joint venture, and attach hereto:   | <input type="checkbox"/> |
|     | • An notarially certified copy of the original document under which the joint venture was constituted   | <input type="checkbox"/> |
|     | • Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture | <input type="checkbox"/> |

SIGNATURE OF TENDERER: ..... DATE:.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## T2.3.12: PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

\* **Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- Name of Business (or person, in case of goods/services provided by a person):  
..... ( )\*
- Official physical address of business, e-mail, telephone and fax numbers:  
Address: ..... ( )\*  
e-mail: ..... ( )\*  
Telephone: ..... ( )\*  
Fax: ..... ( )\*
- Electricity account no. if a local business: ..... ( )\*
- Type of business (Company, cc, etc): ..... ( )\*
- Main business activity (Stationary Dealer, Building Contractor, etc):  
..... ( )\*
- Estimated annual turnover (to remain confidential): R ..... ( )\*
- Full name of controlling shareholder if not a one-man business (to remain confidential):  
..... ( )\*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Equity held by HDI's in the above-mentioned business:

Full Name	ID No	Race	Sex (M/F)	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

SIGNATURE OF TENDERER: .....

DATE: .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.13: JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture: .....

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %
.....	.....	..... %

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity) .....

and in accordance with any further agreements as attached to this document, titled

.....

and dated .....(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

WITNESSES:	1.	.....	.....	.....
	2.	.....	.....	.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.3.15: AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned ....., hereby  
 (Full name and surname)

certify that I am a ..... of the tenderer.  
 (Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold .....% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at ..... on this ..... day of .....20.....

.....  
 SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at .....

on this ..... day of .....20.....

.....  
 COMMISSIONER OF OATHS

**STAMP:**

I, THE UNDERSIGNED ....., ACTING IN MY CAPACITY AS  
 THE COMPANY/CORPORATION/BUSINESS VENTURE: .....

.....  
 Hereby gives Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at ..... on this ..... day of .....20.....

.....  
 SIGNATURE

.....  
 Contractor

.....  
 Witness 1

.....  
 Witness 2

.....  
 Employer

.....  
 Witness 1

.....  
 Witness 2



## T2.3.16: DECLARATION OF INTEREST

Tenderers are to satisfy the Employer and the Engineer to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

	<u>YES</u>	<u>NO</u>
(1) Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(2) In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(3) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(4) Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector	<input type="checkbox"/>	<input type="checkbox"/>

SIGNATURE OF TENDERER: ..... DATE: .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGANZON

#### T2.3.17: BANKING DETAILS

Bank Name:

.....

Account Holder's Name:

.....

Account Number:

.....

Branch Code:

.....

Contact Person:

.....

Contact Number:

.....

SIGNATURE OF TENDERER: .....

SIGNED ON BEHALF OF: .....

DATE: .....

**END OF SECTION**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

**UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.4: CHECKLIST**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## CHECKLIST

The following information **MUST** be completed in full and/or attached to the tender document:

DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Copy Valid Tax Clearance Certificate Pin	Part T2 Section T2.1.3	<input type="checkbox"/>	<input type="checkbox"/>	CSD Registration not older than 7 days at closing of closing and to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract.
Certified copy of VAT registration Certificate (if VAT Registration number is not indicated on Tax Clearance Certificate)	Part T2 Section T2.1.4	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit a VAT registration Number
Certified copy of Certificate of Incorporation (if tenderer is a Company)	Part T2 Section T2.1.5	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of Partnership Agreement (if tenderer is a Partnership)	Part T2 Section T2.1.7	<input type="checkbox"/>	<input type="checkbox"/>	
Certified copy of Identity Document (if tenderer is a One-man concern)	Part T2 Section T2.1.8	<input type="checkbox"/>	<input type="checkbox"/>	
Joint Venture Agreement (if the tenderer is a joint venture)	Part T2 Section T2.1.9	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of CIDB Registration Certificate	Part T2 Section T2.1.10	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Municipal account not older than 60 days or copy of valid Lease Agreement (if renting)	Part T.2 Section T2.1.11	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Copy Bank Rating Certificate	Part T.2 Section T2.1.12	<input type="checkbox"/>	<input type="checkbox"/>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Certified copies of Curricula Vitae of all Supervisory and Safety personnel	Part T.2 Section T2.1.13	<input type="checkbox"/>	<input type="checkbox"/>	
Form of Offer	Part C1.1.2	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Schedule of Quantities (ALL items in black ink)	Part C2.2	<input type="checkbox"/>	<input type="checkbox"/>	Refer to pricing Instructions
Summary of Schedules	Section C2.3	<input type="checkbox"/>	<input type="checkbox"/>	Refer to pricing Instructions
Alterations by Tenderer	Section T2.3.1	<input type="checkbox"/>	<input type="checkbox"/>	
Works Previously Executed	Section T2.3.2	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tender with no experience
Present Commitments	Section T2.3.3	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tender with no experience
Supervisory Personnel	Section T2.3.4	<input type="checkbox"/>	<input type="checkbox"/>	No designated personnel, possible experience risk
Certified copies Qualification, Diploma In Civil Engineering Projects Or National Diploma In Civil Engineering or Degree in Civil Engineering	Section T2.2-14	<input type="checkbox"/>	<input type="checkbox"/>	
Contract Participation Goal (CPG) Schedule	Section T2.3.5	<input type="checkbox"/>	<input type="checkbox"/>	
Labour Utilisation	Section T2.3.6	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope
Compliance with OHSA (Act 85 of 1993)	Section T2.3.7	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as a tenderer with limited ability and available resources to comply with the OHSA act
Plant and Equipment	Section T2.3.8	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Sub-contractors	Section T2.3.9	<input type="checkbox"/>	<input type="checkbox"/>	All work to be carried out by main Contractor or joint entity
Site Inspection Certificate or attending briefing	Section T2.3.10	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Authority of Signatory & Certified Resolution	Section T2.3.11	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Business Registration Form/Change of Registration Form	Section T2.3.12	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to complete the registration form
Joint Venture Form (if the tenderer is a joint venture)	Section T2.3.13	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Preferential Procurement	Section T2.3.14	<input type="checkbox"/>	<input type="checkbox"/>	Tenderer not tendering for equity ownership points
Declaration of Interest	Section T2.3.16	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Bank Details (completed in full)	Section T2.3.17	<input type="checkbox"/>	<input type="checkbox"/>	Information or bank history not available. (Evaluated as possible risk)
Rates for Special Materials	Section T2.3.18	<input type="checkbox"/>	<input type="checkbox"/>	
Schedule of Deviations	Section T2.3.9	<input type="checkbox"/>	<input type="checkbox"/>	
CSD Registration not older than 7 days at closing of closing and to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract.		<input type="checkbox"/>	<input type="checkbox"/>	
Three (3) year financial statement		<input type="checkbox"/>	<input type="checkbox"/>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**Reasons for non-compliance:**

.....  
 .....

**Contact Details:**

**Office Phone No:** .....  
**Office Fax No:** .....  
**Cell phone No:** .....

.....  
**NAME IN CAPITAL (BLOCK) LETTERS**

.....  
**SIGNATURE**

END OF SECTION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## LEKWA LOCAL MUNICIPALITY

### ***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE- MORGENZON***

#### PORTION 2: CONTRACT

#### PART C1: AGREEMENTS AND CONTRACT DATA

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### **UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON**

#### **PART C1: AGREEMENTS AND CONTRACT DATA**

##### **CONTENTS**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>PART C1.1</b>	<b>FORM OF OFFER AND ACCEPTANCE .....</b>	<b>C1.1-1to5</b>
<b>PART C1.2</b>	<b>CONTRACT DATA .....</b>	<b>C1.2-1to13</b>
	PART 1: Data provided by Employer .....	C1.2-2to13
	PART 2: Data provided by Contractor .....	C1.2-14to14
<b>PART C1.3</b>	Form of Guarantee .....	C1.3-1to4
<b>PART C1.4</b>	Ministerial Determination - Special Public Works Programmes.....	C1.4-1to10
<b>PART C1.5</b>	Health and Safety Specifications by Employer .....	C1.5-1to36

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.1: FORM OF OFFER AND ACCEPTANCE**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

#### PART C1.1: FORM OF OFFER AND ACCEPTANCE

##### OFFER

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

**BID No: DTS 17/2021/2022 – UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

AMOUNT	AMOUNT IN WORDS
R	

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

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....

(Name and address of organisation)

NAME AND SIGNATURE OF WITNESS: ..... DATE: .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## ACCEPTANCE

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

The terms of the contract, are contained in:

Part T1	Tendering Procedures
Part T2	Returnable Documents and Schedules
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information
Part C5	Annexures

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

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

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

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

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....

(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.2.19: SCHEDULE OF DEVIATIONS

Notes:

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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**FOR THE TENDERER:**

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE TENDERER: .....

(NAME AND ADDRESS OF ORGANISATION) .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

**FOR THE EMPLOYER:**

SIGNATURES: .....

NAME(S): .....

CAPACITY: .....

FOR THE EMPLOYER: .....

(Name and address of organisation) .....  
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ..... DATE: .....

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.2: CONTRACT DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### **UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON**

#### **PART C1.2: CONTRACT DATA**

##### **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), and published by the South African Institution of Civil Engineering, are applicable to this Contract.

The General Conditions of Contract, hereinafter referred to as GCC 2015, are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2015 that applies to this Contract (see Notes on the next page).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## CONTRACT DATA

In terms of Clause 1.1.7 of the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

### Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.12	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.”</p>
1.1.1.14	<p><i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i></p> <p>“This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for completion of the Works is indicated in Clause 5.5.1.</p>
1.1.1.15	The Employer is LEKWA Local Municipality.
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm <b>Melokuhle Management</b> to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data																																																		
	<p>The address of the Employer is:</p> <p>LEKWA Local Municipality Cnr. Dr Beyers Naude &amp; Mbonani Mayisela Streets, Standerton 2430.</p> <p>The address of the Engineer is:</p> <p>Physical address: 3 Brill street Wetsedene 9301</p> <p>e-mail address: <a href="mailto:zibele@melokuhle.com">zibele@melokuhle.com</a></p>																																																		
1.3.5	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>“The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.”</p>																																																		
3.1.3	<p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table><tr><th>Delegated to ER*</th><th>Requires EWA*</th><th>GCC Clause No</th><th>Description</th><th>Financial limit per occurrence</th></tr><tr><td></td><td>Y</td><td>1.2.1.2</td><td>Change of address</td><td>NA</td></tr><tr><td>N</td><td></td><td>2.2.3</td><td>Adverse physical conditions</td><td>NA</td></tr><tr><td></td><td></td><td>2.4.1</td><td>Ambiguity in or discrepancy between documents</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.2.1</td><td>Engineer's Representative's appointment and termination</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.2.4</td><td>Engineer's Representative acting on Engineer's behalf</td><td>NA</td></tr><tr><td></td><td></td><td>3.2.6</td><td>Engineer's Representative's orders or instructions causing dissatisfaction</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.1</td><td>Proof of compliance with applicable laws</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.2</td><td>Proof of good standing with payments in terms of legislation</td><td>NA</td></tr><tr><td></td><td></td><td>4.5.4</td><td>Payment for notices and fees</td><td>R.....</td></tr></table>	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence		Y	1.2.1.2	Change of address	NA	N		2.2.3	Adverse physical conditions	NA			2.4.1	Ambiguity in or discrepancy between documents	NA		Y	3.2.1	Engineer's Representative's appointment and termination	NA		Y	3.2.4	Engineer's Representative acting on Engineer's behalf	NA			3.2.6	Engineer's Representative's orders or instructions causing dissatisfaction	NA			4.3.1	Proof of compliance with applicable laws	NA			4.3.2	Proof of good standing with payments in terms of legislation	NA			4.5.4	Payment for notices and fees	R.....
Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence																																															
	Y	1.2.1.2	Change of address	NA																																															
N		2.2.3	Adverse physical conditions	NA																																															
		2.4.1	Ambiguity in or discrepancy between documents	NA																																															
	Y	3.2.1	Engineer's Representative's appointment and termination	NA																																															
	Y	3.2.4	Engineer's Representative acting on Engineer's behalf	NA																																															
		3.2.6	Engineer's Representative's orders or instructions causing dissatisfaction	NA																																															
		4.3.1	Proof of compliance with applicable laws	NA																																															
		4.3.2	Proof of good standing with payments in terms of legislation	NA																																															
		4.5.4	Payment for notices and fees	R.....																																															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data				
			4.7.1	Fossils, etc. on Site	NA
	Y		4.8.2	Facilities for others	NA
	Y		4.9.1	Removal of Construction Equipment from Site	NA
			4.10.1	Use of Site for Contractor's employees	NA
			4.10.2	Contractor's employee information	NA
			4.11.2	Removal of Contractor's employee from Works	NA
			4.11.2	Re-employment of Contractor's employee	NA
	Y		4.12.2	Approval of Site Agent	NA
			5.3.1	Commencement with executing the Works	NA
			5.6.3	Approval of programme	NA
			5.6.4	Adjustment of programme	NA
	Y		5.7.1	Rate of progress falling behind programme	NA
	Y		5.7.1	Steps taken to expedite progress	NA
			5.7.2	Work at night	R.....
	Y		5.7.3	Acceleration of rate of progress	NA
			5.7.3	Payment for acceleration	R.....
	Y		5.8.1.1	Work during non-working times	R.....
			5.9.1	Instructions and drawings on Commencement Date	NA
			5.9.2	Further instructions and drawings	NA
			5.9.3	Requested instructions and drawings	NA
	Y		5.9.7	Contractor's designs	NA
	Y		5.9.7	Departing from Contractor's designs	NA
	Y		5.11.1	Suspension of the Works	NA
			5.11.3	Proceeding with Works after suspension	NA
N			5.12.4	Acceleration in stead of extension of time	R.....
			5.13.2	Reduction in penalty	R.....
N	Y		5.14.1	Work to be completed for Practical Completion	NA
N	Y		5.14.2	Certificate of Practical Completion	NA
N			5.14.4	Certificate of Completion	NA
N			5.16.1	Final Approval Certificate	NA
	Y		6.3.1	Variation orders	R.....
	Y		6.3.2.1	Confirmation of a Variation Order	NA
			6.4.1	Valuation of a Variation Order	NA
			6.4.1.3	Consultation on valuation of a Variation Order	NA
			6.4.1.4	Dayworks as a Variation Order	R.....
	Y		6.4.2	Delivering the valuation of a Variation Order	NA
			6.5.1.3	Construction Equipment rates for dayworks	NA
			6.5.2	Materials for dayworks	R.....
			6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
			6.6.1	Provisional sum work	
			6.6.3	Prime cost work	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data				
			6.7.2	Valuation of the Works	NA
			6.7.3	Measurement of work	NA
			6.8.4	Costs due to changes in legislation	NA
			6.9.3	Plant and materials becoming property of Employer	NA
			6.10.1	Monthly payment certificate	NA
			6.10.4	Delivery of payment certificate	NA
			6.10.7	Correction of previous payment certificate	NA
			6.10.8	Completion payment certificate	NA
			6.10.9	Final payment certificate	NA
			6.11.1	Variations exceeding 15%	
			7.1.1	Unsuitable Construction Equipment	NA
			7.4.1	Samples of materials	NA
			7.4.2	Test specimens	NA
			7.4.3	Tests	NA
			7.4.5	Reports on tests	NA
			7.5.1	Covering up work	NA
		Y	7.5.2	Delivery of Plant to Site	NA
		Y	7.5.3	Testing and examining Plant and work	NA
			7.5.5	Uncovering work	NA
		Y	7.6.1	Making good and retesting of Plant	NA
			7.6.2	Plant failing testing	NA
		Y	7.6.3	Removal of improper work	NA
		Y	7.7.1	Search for defects	NA
		Y	7.8.1	Making good of defects	NA
		Y	7.9.1	Work by others during emergency	NA
			8.2.2.2	Damage due to excepted risks	NA
			8.5.1	Reporting accidents	NA
			9.1.5	Termination of Contract	NA
N	Y		9.2.1	Consultation on breach of Contract by Contractor	NA
N	Y		9.2.1	Breach of Contract by Contractor	NA
N	Y		10.1.3	Facts to assess Contractor's claim	NA
N	Y		10.1.5	Consultation on Contractor's claim	NA
N	Y		10.1.5	Ruling on Contractor's claim	R.....
N	Y		10.2.3	Consultation on dissatisfaction claim	NA
N	Y		10.2.3	Ruling on dissatisfaction claim	NA
TOTAL FOR CONTRACT					
<p>*The following abbreviations apply to the above table:</p> <p>ER                      Engineer's Representative</p> <p>EWA                    Engineer's Written Action</p> <p>N                        No</p> <p>NA                      Not Applicable</p>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	Y Yes
4.1.2	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>“The Contractor shall provide the following to the Engineer for retention by the Employer or his/her assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 ‘As-Built’ drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.”</p>
4.3.1	Compliance with applicable laws.
	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>“4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
	<p>4.3.1.2 OHS requirements</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	<p><b>4.3.1.3 Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p> <p><b>4.3.1.4 Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p> <p><b>4.3.1.5 Contractor's Designer</b></p> <p>The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract."</p>
4.4.4	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>"The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.</p> <p>The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."</p>
4.10	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>"4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work."</p>
5.3.1	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>"The Contractor shall commence executing the works within a period of 22 working days from the date of the written instruction by the Engineer unless otherwise agreed.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Clause	Contract Data
	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</li> <li>• Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3).</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> <li>• Cashflow"</li> </ul>
5.5.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"The time for Completion shall be Six (6) Months from Commencement Date, including year-end break/s."</p>
5.6.2.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Commencement date after all documents after all documents are submitted</p>
5.7.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined."</p>
5.8.1	<p>The non-working Days are Sundays</p> <p>The special non-working Days are:</p> <p>Statutory public holidays; and</p> <p>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</p>
5.13.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Penalty per day shall be <b>R2000,00</b> per day."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
6.1	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>“Payment for works identified in the Scope of Work 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.”</p>
6.2.1	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>The amount of the guarantee will be 10% of the Purchase Order as per Engineers instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A.</p> <p>The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order.”</p>
6.2.2	<b>DELETE THIS CLAUSE.</b>
6.3.3	Price Adjustment for variations in the cost of special materials is NOT allowed.
6.8.2	The application of a contract price adjustment will NOT apply to this Contract.
6.8.4	<b>DELETE THE WORDS</b> “between the Employer and the Contractor”.
6.10.1.5	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>“The percentage limit for materials not yet built into the Permanent Works is 80%.”</p>
6.10.3	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>“The percentage retention is 10%.</p>
6.10.4	<b>IN LINE 3 DELETE THE WORD</b> “said” <b>AND INSERT THE WORD</b> “correct”.
6.10.5.3	<p><b>ADD THE FOLLOWING TO THIS CLAUSE:</b></p> <p>“Defects Liability Period will be 12 months.”</p>
6.11.1.3	<b>IN LINE 2 OF THE SECOND PARAGRAPH DELETE</b> “15 %” <b>AND REPLACE IT WITH</b> “25 %”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
8.6.1.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Limit of indemnity shall be R2 million per event, the number of events being unlimited."</p>
8.6.1.5	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required:</p> <p>Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses."</p>
8.6.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer."</p>
9.2.1.3.7	<p><i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i></p> <p>"The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,"</p>
10.7.1	<p><i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i></p> <p>This Contract provides for the determination of disputes by arbitration.</p>

**Part 2: Data provided by the Contractor**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Clause	Contract Data
1.1.1.9	The name of the Contractor is: .....
1.2.1.2	The Contractor's address for receipt of communications is:  Physical address:          Postal address:          e-mail address:          Contact numbers:          

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**LEKWA LOCAL MUNICIPALITY**

**UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.3: FORM OF GUARANTEE**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

#### GUARANTEE FOR EXECUTION OF THE CONTRACT

Employer : LEKWA Local Municipality  
Cnr. Dr Beyers Naude & Mbonani  
Mayisela Streets, Standerton  
2430.

Contractor : .....

.....

.....

.....

.....

Amount of Guarantee: To be equal to 10% percent of the Tender Sum.

I/WE the undersigned, duly acting on behalf of the Company that is described below, do hereby bind the said Company to the Employer that is described above, as surety or co-principal debtor in solidum for the due performance, fulfilment and completion of the Contract by the Contractor that is described above, and we hereby undertake, on behalf of the Company to pay on demand at the above mentioned address:

- any loss or damage which the Employer may sustain
- as well as any penalties or claims and legal costs to which the Employer may become entitled by reason of the non-fulfilment or breach of the terms of the Contract by the Contractor

always provided that the liability of the Company under this guarantee shall not exceed the guaranteed amount that is described above.

On behalf of the Company I/we do hereby renounce all benefits from the legal exceptions non numeratae pecuniae, non causa debiti excussionis et divisionis and all other exceptions which might or could be pleaded against the validity of this guarantee, the meaning whereof we declare ourselves to be fully acquainted with.

On behalf of the Company, I/we do hereby agree that this guarantee shall be irrevocable and shall remain in full force and effect during the term of the Contract, either until the date of issue of a Certificate of Completion for the whole or the final portion of the Works by the Engineer, or until any liability of the Contractor which has arisen before such date in terms of the Conditions of Contract has been satisfied, whichever is the later.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



I/we do further agree and declare

- that all admissions and acknowledgements of indebtedness by the Contractor shall be binding on the Company,
- that the indebtedness of the Contractor to the Employer shall at all times be determined and proved by a written certificate of the Chief Executive Officer, or by any other person acting in such capacity,
- that such certificate shall be binding on the Company and shall be conclusive proof of the amount of the Company's indebtedness, and that such certificate annexed to this guarantee will be valid as a liquid document against the Company in a competent court in the Republic of South Africa,
- that the Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the Contract, and/or to agree to any modifications, variations or alterations to the Works, or to any extensions of the Due Completion Date for the Works under the Contract, and that the rights of the Employer under this guarantee shall in no way be prejudiced nor the liability of the Company be in any way reduced by reason of any steps or concessions which the Employer may take, make, give, concede or agree to under the Contract.
- that the Employer shall be entitled, without prejudice to any of its rights under this guarantee, to give time to and compound with, release from liability or to make any other arrangement with the Contractor, its assigns, its liquidators or its judicial managers, and that any such actions shall not exonerate the Company from any portion of its liability under this guarantee.
- this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company: .....

The Company chooses as its domicilium citandi et executandi, and for the purpose of the service of any notices and legal processes the following address:

..... (insert address)

THUS DONE AND SIGNED AT ..... ON ..... 20.....

ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



In the presence of the following witnesses:

Witness No 1:

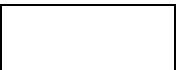
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NAME

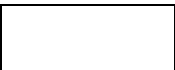
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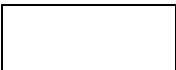
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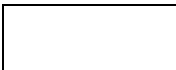
.....  
NAME

.....  
SIGNATURE

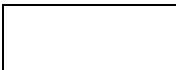
.....  
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2





**LEKWA LOCAL MUNICIPALITY**

**UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.4: Ministerial Determination –  
Special Public Works Programmes**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



No. 23045

GOVERNMENT GAZETTE, 25 JANUARY 2002

DEPARTMENT OF LABOUR

No. R 63

25 January 2002

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997,

**MINISTERIAL DETERMINATION: SPECIAL PUBLIC WORKS PROGRAMMES**

I, Membathisi Mphumzi Shephard Mdladlana, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Special Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said ministerial Determination shall become binding.

M.M.S. MDLADLANA  
Minister of Labour

**SCHEDULE**

**MINISTERIAL DETERMINATION No 3: SPECIAL PUBLIC WORKS PROGRAMMES**

**Index**

1. Definitions
2. Application of this determination
3. Sections not applicable to public works programmes
4. Conditions

**1. Definitions**

- 1.1 In this determination –

“special public works programme” means a programme to provide public assets through a short-term, non-permanent, labour intensive programme initiated by government and funded from public resources.

- 1.2 Without limiting subsection (1), the following programmes constitute special public works programmes:

- (a) Working for Water
- (b) Community based public works
- (c) Coastal Care
- (d) Sustainable Rural Development (DPLG)
- (e) Landcare
- (f) Community Water and Sanitation
- (g) Arts & Culture poverty relief projects

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## 2. Application

This Determination applies to all employers and employees engaged in public works programmes.

## 3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes:

3.1	Section 10(2)	(Overtime rate)
3.2	Section 11	(Compressed working week)
3.3	Section 14(3)	(Remuneration required for meal intervals of longer than 75 minutes)
3.4	Section 16	(Pay for work on Sundays)
3.5	Section 17(1) & (2)	(Payment of night shift allowance and supply of Transportation)
3.6	Section 20	(Annual leave)
3.7	Section 21	(Pay for annual leave)
3.8	Section 22	(Sick leave)
3.9	Section 25 (2) & (3)	(Commencement of maternity leave and return to work)
3.10	Section 26(2)	(Alternative work for pregnant women)
3.11	Section 27	(Family responsibility leave)
3.12	Section 29(h) to (p)	(Written particulars of employment)
3.13	Section 30	(Display of employee's rights)
3.14	Section 33(1)(g)	(Information about remuneration)
3.15	Section 34(1)(a)	(Deduction by individual agreement)
3.16	Section 34(2) & (3)	(Deduction of damages caused by employee)
3.17	Section 37	(Notice of termination)
3.18	Section 38	(Payment instead of notice)
3.19	Section 39	(Notice for employees in employer supplied accommodation)
3.20	Section 40	(Payment of outstanding amounts on termination)
3.21	Section 41	(Severance pay)
3.22	Section 42(c)	(Certificate of services)
3.23	Section 51 – 58	(Sectorial Determinations)
3.24	Section 84	(Duration of employment)

## 4. Conditions

As set out in the Annexure:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## ANNEXURE

### CONDITIONS OF EMPLOYMENT FOR SPECIAL PUBLIC WORKS PROGRAMMES

#### 1. Introduction

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

In this document –

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

#### 2. Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on s SPWP does not qualify as employment as a contributor for the purpose of the Unemployment Insurance Act 30 of 1966.

#### 3. Normal hours of Work

- 3.1 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
  - (b) for more than eight hour on any day.
- 3.2 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 3.3 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.

#### **4. Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 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.
- 4.4 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.

#### **5. Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 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.

#### **6. 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.

#### **7. 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").

#### **8. Work on Sundays and Public Holidays**

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 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.
- 8.4 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 9. Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 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.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 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.
- 9.9 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.
- 9.10 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 Disease Act.

## 10. Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 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 their child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth;
  - (b) on an earlier date –

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of their 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.
- 10.6 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.
- 10.7 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.

## 11. Family responsibility leave

- 11.1 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 partner, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## 12. Statement of Conditions

- 12.1 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.

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

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

## 13. Keeping Records

- 13.1 Every employer must keep a written record of at least the following:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



- (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.

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

#### 14. Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 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.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## 15. Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 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
- 15.4 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.

## 16. Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 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 and health and safety instruction
  - (c) Obey all health and safety rules of the SPWP
  - (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.

## 17. Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on s SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

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

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

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 to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**18. Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after the following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 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.
- 18.4 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.
- 18.5 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.

**19. Certificate of Service**

- 19.1 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 SPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the SPWP;
  - (f) the period for which the worker worked on the SPWP; and
  - (g) any other information agreed on by the employer and worker.

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **LEKWA LOCAL MUNICIPALITY**

### **UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE- MORGANZON**

#### **PORTION 2: CONTRACT**

#### **PART C1: AGREEMENTS AND CONTRACT DATA**

#### **PART C1.5: Health and Safety Specifications by Employer**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

### 1. PREAMBLE

In terms of Construction Regulation 5(5) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Client, as the Client shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Client.

### **Scope of Health and Safety Specification Document**

The Health and Safety Specifications pertaining to the project, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Principal Contractor pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

### **Purpose**

The Main Contractor is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications (All references to the singular shall also be regarded as references to the plural).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- Safety considerations affecting the site of the project and its environment;
- Health and safety aspects of the associated structures and equipment;
- Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014 and incorporated into the above Act by Government Notice R84, published in Government Gazette 37305 shall apply to any person involved in construction work pertaining to this project, as will the Act.

## Definitions

The following definitions are extracted from the OH&S Act and relevant Regulations.

**"Purpose of the Act"** to provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**“Client”** means any person for whom construction work is performed;

**“Construction Work”** is defined as any work in connection with:

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**“Contractor”** means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

**“Health and Safety File”** means a file, or other record in permanent form, containing the information required as contemplated in the regulations;

**“Health and Safety Plan”** means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**“Health and Safety Specification”** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**“Method Statement”** means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“Principal Contractor”** means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**“Risk Assessment”** means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

## HAZARD IDENTIFICATION AND RISK ASSESSMENT (CONSTRUCTION REGULATION 9)

### Development of Risk Assessment

The Principal contractor performing construction work shall, before the commencement of any construction work cause a risk assessment to be performed by a competent person, appointed in writing and the risk assessment shall form part of the OH&S plan be implemented and maintained as contemplated in Construction Regulation 7(1).

The risk assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed;
- The analysis and evaluation of the risks and hazards identified;
- A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan.

Based on the risk assessments, the Principle contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction.

### Review of Risk Assessment

The principle shall review the hazard identification, risk assessments and standard working procedure on a monthly basis and update records in the Occupational Health and Safety File. **Please note the risk assessments quality review template to be included in the OHS File.**

## LEGAL REQUIREMENTS

A Principal Contractor shall, as minimum, comply with:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





- The Occupational Health and Safety Act 85 of 1993 and Regulations, an up-to-date copy of which shall be available on site at all times;
- The Compensation for Occupational Injuries and Disease Act 130 of 1993, an up-to-date copy of which shall be available on site at all times.
- Disaster Management Act 57 of 2002 Amended

## STRUCTURES AND RESPONSIBILITIES

### 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 Regulation 7(3), 7(5), 7(9), 7(10) and 7(12) includes in his agreement with Contractors the following:

- OH&S 85 of 1993, section 37(2) agreement: "Agreement with mandatory"
- OH&S 85 of 1993, section 16(2) appointee/s as detailed in his/her respective appointment forms.

### Appointments

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 appropriate appointments for this contract, which the contractor must ensure adherence to.

OH&S Officer	Construction Regulation 8(6)
Assignment by CEO	OHS 16(2)
Contractor	CR 4(1)(c)
OH&S Representatives	OH&S Section 17
OH&S Committee	OH&S Section 19
Construction Supervisor	Construction Regulation 6(1)
Risk Assessor	Construction Regulation CR 7(1)
Emergency/Security/Fire Coordinator	Construction Regulation 29
First Aider	General Safety Regulation 3
Fire Equipment Inspector	Construction Regulation 29
Incident Investigator	General Admin Regulation 29

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



HCS Supervisor	HCS Regulations
Stacking and Storage Supervisor	Construction Regulation 28

**Please note the site organogram should be included in the OHS File with all responsible appointed persons clearly displayed; please ensure that the regulation applicable is referenced next to the appointed person.**

In Addition, the Principal Contractor is required to list all Sub-Contractors that he/she appoints or intends to appoint and keep the list updated and displayed on site.

## **ADMINISTRATIVE CONTROL AND THE OCCUPATIONAL HEALTH AND SAFETY FILE**

### **The OH&S File (Construction Regulation 7)**

As required by Construction Regulation 7, the Principal Contractor and other sub-contractors shall each keep an OH&S file on site. With the following included in the OH&S file:

- Notification of Construction work
- Latest Copy of OH&S Act & Regulations, COID Act
- Environmental Plan
- Quality Control Plan
- COVID-19 OHS Plan
- COVID-19 Screening of Employees
- OH&S Policy and Site OHS Rules
- Proof of registration and good standing with COID Insurer
- OH&S Plan and Risk Assessments, Safe working Procedures and method statements
- Incident Management
- Emergency evacuation plan
- Copies of OH&S Committee and other relevant minutes
- A list of Sub-contractors including copies of mandatory agreements
- MSDS
- Appointment letters
- Competency Certificates
- Medical certificate of fitness (Occupational Health Practitioner)

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



- PPE Issue record
- Induction Record
- Tool box Talks topics and Record
- Checklists and Registers as follows:

Accident/Incident Register	Stacking and Storage inspection
Machinery safety inspection register	HCS record (if applicable)
First Aid box contents	Hand Tools Checklist
Housekeeping	Construction vehicle and mobile plant
Portable Electrical Equipment	
Fire equipment inspection and maintenance	

Client will conduct an Audit on the OH&S file of the Principal Contractor on a regular basis.

### Notification of Construction Work

The Principal Contractor shall, where the contract meets the requirements laid down in Construction Regulation 4, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file.

### Training and Competence

The contents of all the training required by the Act and Regulations shall be included in the Principal Contractor's OH&S Plan. The Principal Contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited Service Providers shall be used for OH&S training. The Principal Contractor shall ensure that his and other sub-contractors personnel appointed are competent and that all training require to do work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up 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.

### Consultation, Communication and Liaison

Consultation with the workforce on OH&S matters will be through OH&S representatives and the OH&S committee. The Principal Contractor shall be responsible for the dissemination of all relevant OH&S information to Sub-Contractors. The Principal Contractor's most senior manager on site shall be required to attend all OH&S committee meetings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## CHECKING, REPORTING AND CORRECTIVE ACTION

### Monthly Audit by Client (Construction Regulation 5(1)(o))

Client will conduct monthly audits to comply with CR5(1)(O) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S plan.

### 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 with this specification.

### Inspections by OH&S Representatives and other Appointees

OH&S representative shall conduct weekly inspections of their areas of responsibility and the report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and the report thereon as specified in their appointments.

### Recording and Review of Inspection Results

All the results of the above-mentioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed in the OH&S file.

### Accidents and Incident Investigation (General Administration Regulation 9)

The Principal Contractor shall be 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 will be entered into an accident/incident register.

The Principal Contractor shall be 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Reporting

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

## OPERATIONAL CONTROL

### Operational Procedures

Each construction activity shall be assessed by the Principal Contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during execution of each activity. This specification requires the Principal Contractor:

- To be conversant with Regulation 10 to 30 (inclusive);
- To comply with provisions; and
- To include them in the OH&S plan where relevant.

### Emergency Procedures

The Principal Contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedure shall be included in the Principal's contractor OH&S file.

### Medical Certificate of Fitness [Construction Regulation 7(8)]

The Contractor must ensure that all his employees have a valid medical certificate of fitness, **specific to the construction work performed** and issued by an occupational health practitioner in the form of Annexure 3.

## COVID-19

The Contractor to ensure all employees undergo COVID-19 Screening. Cloth masks, Hand sanitizer and soap is readily available for all the employees and visitors for hygiene purposes. Social distancing of 1m to be exercised at all Times. Awareness talks to be prioritized on a weekly basis and as needed be.

### Personal Protective Equipment (PPE) (Sections 8,5,23 of OH&S Act)

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them, or where impracticable, takes steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PPE should, however, be the last resort and there should always first be attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is future requirements that the Contractor maintain the said equipment, that he instruct and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employees.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed PPE through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition for which the equipment was prescribed, but an alternative solution has to be found that may include relocating or discharging the employee.

The Principal Contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the monthly inspection meetings.

### **Other Regulations**

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g Construction Regulation 24: Machinery on Construction Sites) the Principal Contractor shall be conversant with and shall comply with these regulations.

### **Public Health and Safety (Section 9 of the OH&S Act)**

The Principal Contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This included:

- Non-employees entering the site for whatever reason;
- The surrounding community; and
- Passer-by to site.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**NB: BEFORE CONSTRUCTION, CONTRACTOR TO BE MINDFUL OF EXISTING ELECTRICAL POWER LINES, SEWER LINE AND WATER PIPES.**

## **2. PROTECTION OF EXISTING SERVICES**

### **3. Location of existing services**

Before any underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. For this purpose, he shall obtain from the Engineer up-to-date plans showing the position of services in the area where he intends to work. As the location of services can often not be reliably determined from such plans, he shall further determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the service at the positions of possible interference by his activities. The latter procedure shall also be followed in respect of any service not shown on plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the Engineer.

### **Protection during construction**

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated in dangerously close proximity of these services. Where necessary, excavation in close proximity of these services shall be carefully carried out by means of suitable hand tools, excluding picks wherever their use could cause damage to the services. Services left exposed shall be suitably protected from damage.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



#### 4. Erosion control

During construction, the Contractor shall protect all areas susceptible to erosion by installing all necessary temporary and permanent drainage works as soon as possible and by taking such other measures as may be necessary to prevent the concentration of surface water and the scouring of slopes, banks and other areas.

Runnels or erosion channels developing during the construction period or during the defects liability period shall be backfilled and consolidated and the affected areas shall be restored to their former proper condition. The Contractor shall not allow large-scale erosion to develop before effecting repairs and all erosion damage shall be repaired as soon as possible and in any case not later than three months before the end of the defects liability period. Topsoil washed away shall be replaced.

#### PROJECT/SITE SPECIFIC REQUIREMENTS

##### List of Risk Assessments (Among others)

- Clearing and Grubbing of the area/site;
- Site establishing including;
- Fire;
- COVID-19;
- Adjacent land uses/surrounding property exposures;
- Exposure to noise;
- Exposure to vibration;
- Protection against dehydration and heat exhaustion;
- Use of portable electrical equipment;
- Loading and offloading of trucks;
- Aggregate/sand and other materials delivery;
- Use and storage of flammable liquids and other HCS;
- Layering and bedding;
- Dust Control;
- Fire Protection;
- Housekeeping

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**Outlined data, references and information on certain and/or specific obligatory requirements to ensure compliance the Principal Contractor has to comply to the health and safety specification as well as all the OHS 85 of 1993 requirements and all it's regulations.**

**1. Administrative & Legal Requirements**

5. OHS Act Section/ 6. Regulation	7. Subject	8. Requirements
Construction. Regulation 4	<b>Notice of carrying out Construction work</b>	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	<b>*Copy of OH&amp;S Act (Act 85 of 1993)</b>	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COLD Act Section 80	<b>*Registration with Compensation. Insurer</b>	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1) (b)	<b>H&amp;S Specification &amp; Programmed</b>	H&S Spec received from Client and/or its Agent on its behalf OH&S programmed developed & Updated regularly
Section 8(2)(d) Construction. Regulation	<b>*Hazard Identification &amp; Risk Assessment</b>  Risk assessment should cover all aspects and processes in the whole construction work including the high risk areas which must lead to the development and documenting some safe work procedures on every task being carried out on site.	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained The traffic accommodation plan during the construction. Watering of the by-pass road and all areas where employees work.
Section 16(2)	<b>*Assigned duties (Managers)</b>	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	<b>Designation of Person Responsible on Site</b>	Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 8(2)	<b>Designation of Assistant for above</b>	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7 Section 17	<b>*Designation of Health &amp; Safety Representatives</b>	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports auctioned by Management.

Section 19 & 20 General Administrative Regulations 5	<b>*Health &amp; Safety Committee/s</b>	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Auctioned by Management.
Section 37(1) & (2)	<b>*Agreement with Mandataries/</b>	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<b>(Sub-)Contractors</b>	Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	<b>*Reporting of Incidents (Dept. of Labour)</b>	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	<b>*Investigation and Recording of Incidents</b>	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 13	<b>Excavations</b>	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used
Construction. Regulation 28/ General Safety Regulation 8(1)(a)	<b>*Designation of Stacking &amp; Storage Supervisor.</b>	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/ Environmental Regulation 9	<b>*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b>	Person/s with specific knowledge and experience designated to co- ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <b>register</b> . Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	<b>*First Aid</b>	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/as clearly indicated. Signs instructing employees to report all

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



General Safety Regulation 2	<b>Personal Safety Equipment (PPE)</b>	Injuries/illness including first aid injuries PSE Risk Assessment carried out Items of PPE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PPE PSE remain property of Employer, not to be removed from premises GSR 2(4)
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	<b>*Control of Storage &amp; Usage of HCS and Flammables</b>	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of <b>HCS</b> (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Construction. Regulation 23	<b>Construction Vehicles &amp; Earth Moving Equipment</b>	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept

## 2. Education & Training

9. Subject	10. Requirement
*Company OH&S Policy Section 7(1)  *Company/Site OH&S Rules (Section 13(a))  *Induction & Task Safety Training (Section 13(a))  *General OH&S Training (Section 13(a))  *Occupational Health & Safety Promotion	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed. Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules. All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions. All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions. <u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition.

## 3. Public Safety, Security Measures & Emergency Preparedness

11. Subject	12. Requirement
*Notices & Signs	Notices & Signs at entrances / along perimeters indicating

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>Site Safeguarding</b> <b>*Security Measures</b>  <b>*Emergency Preparedness</b>  <b>*Emergency Drill &amp; Evacuation</b>	<p><b>"No Unauthorized Entry".</b></p> <p>Notices &amp; Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. <b>"Visitors to report to Office"</b></p> <p>Notices &amp; Signs posted to warn of overhead work and other hazardous activities. e.g. <b>General Warning Signs</b></p> <p>Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.</p> <p>Access control measures/register in operation</p> <p>Security patrols after hours during weekends and holidays</p> <p>Sufficient lighting after dark</p> <p>Guard has access to telephone/ mobile/other means of emergency communication</p> <p>Emergency contact numbers displayed and made available to Security &amp; Guard</p> <p>Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards)</p> <p>Emergency contingency plan available on site/in yard</p> <p>Doors open outwards/unobstructed</p> <p>Emergency alarm audible all over (including in toilets)</p> <p>Adequate No. of employees trained to use Fire Fighting Equipment.</p> <p>Emergency Evacuation Plan available displayed and practiced.</p> <p><b>(See Section 1 for Designation &amp; Register)</b></p>
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#### 4. Personal Protective Equipment

13. Subject	14. Requirement
<b>*PPE needs analysis</b>	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
<b>*Head Protection</b>	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
<b>*Foot Protection</b>	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
<b>*Eye and Face Protection</b>	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> <li>* Jack/ Kango Hammers</li> <li>* Angle / Bench Grinders</li> <li>* Electric Drills (Overhead work into concrete / cement / bricks</li> <li>* Explosive Powered tools</li> <li>* Concrete Vibrators / Pokers</li> <li>* Hammers &amp; Chisels</li> <li>* Cutting / Welding Torches</li> <li>* Cutting Tools and Equipment</li> <li>* Guillotines and Benders</li> <li>* Shears</li> <li>* Sanders and Sanding Machines</li> <li>* CO2 and Arc Welding Equipment</li> <li>* Skill / Bench Saws</li> <li>* Spray Painting Equipment etc.</li> </ul>
<b>*Hearing Protection</b>	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> <li>* Jack / Kango Hammers</li> <li>* Explosive Powered Tools</li> <li>* Wood/Aluminum Working Machines e.g. saws, planers, routers</li> </ul>
<b>*Hand Protection</b>	<u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> <li>* Cement / Bricks / Steel / Chemicals</li> <li>* Welding Equipment</li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<ul style="list-style-type: none"> <li>* Hammers &amp; Chisels</li> <li>* Jack / Kango Hammers etc.</li> </ul>
<b>*Respiratory Protection</b>	<p>Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using:</p> <ul style="list-style-type: none"> <li>* Dry cement</li> <li>* Dusty areas</li> <li>* Hazardous chemicals</li> <li>* Angle Grinders</li> <li>* Spray Painting etc.</li> </ul>
<b>*Protective Clothing</b>	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
<b>*PPE Issue &amp; Control</b>	<p>Identified Equipment issued free of charge.</p> <p>All PPE maintained in good condition. (Regular checks).</p> <p>Workers instructed in the proper use &amp; maintenance of PPE.</p> <p>Commitment obtained from wearer accepting conditions and to wear the PPE.</p> <p>Record of PPE issued kept on H&amp;S File.</p> <p>PPE remain property of Employer, not to be removed from premises GSR 2(4)</p>

**5. Housekeeping.**

<b>Subject</b>	<b>Requirement</b>
<b>*Scrap Removal System</b>	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
<b>Stacking &amp; Storage</b>          <b>(See Section 1 for Designation &amp; Register)</b>	<u>Stacking:</u> <ul style="list-style-type: none"> <li>* Stable, on firm level surface/base.</li> <li>* Prevent leaning/collapsing</li> <li>* Irregular shapes bonded</li> <li>* Not exceeding 3x the base</li> <li>* Stacks accessible</li> <li>* Removal from top only.</li> </ul> <u>Storage:</u> <ul style="list-style-type: none"> <li>* Adequate storage areas provided.</li> <li>* Functional – e.g. demarcated storage areas/racks/bins etc.</li> <li>* Special areas identified and demarcated e.g. flammable gas, cement etc.</li> <li>* Neat, safe, stable and square.</li> <li>* Store/storage areas clear of superfluous material.</li> <li>* Storage behind sheds etc. neat/under controls.</li> <li>* Storage areas free from weeds, litter etc.</li> </ul>
<b>*Waste Control/Reclamation</b>	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
<b>Sub-contractors.</b>	Sub-contractors required complying with Housekeeping requirements.

## 6. Plant & Storage Yards/Site Workshops Specifics



15. Subject	16. Requirements
Section 8(2)(1) General Machinery Regulation 2(1): <b>Supervision of the Use &amp; Maintenance of Machinery</b>	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery  Critical items of Machinery identified/numbered/placed on register/inventory  Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded

#### 7. Workplace Environment, Health and Hygiene

17. Subject	18. Requirement
<b>*Ventilation</b>	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
<b>*Noise</b>	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
<b>*Heat Stress</b>	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
<b>*Ablutions</b>	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
<b>*Eating / Cooking Facilities</b>	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
<b>*Pollution of Environment</b>	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
<b>*Hazardous Chemical Substances</b>	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable
<b>COVID-19</b>	Toolbox Talks Sessions PPE (Cloth face masks and surgical gloves) Soap and Water, Hand Sanitisers Social distancing (1metre)

I, the undersigned hereby acknowledge that I fully understand the contents of this Health and Safety Specification and the consequences of non-compliance.

### SIGNATURE OF CLIENT (CLIENT)

Name .....Signature .....Date.....

### SIGNATURE OF PRINCIPAL CONTRACTOR

Name .....Signature .....Date.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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## 10. MEASUREMENT AND PAYMENT

### 10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in the applicable payment item in the Bill of Quantities for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rate for "Health and Safety Obligations".

#### (a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

#### (b) Records and registers

The keeping of health and safety-related records and registers as described is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION 2: CONTRACT**

**PART C2: PRICING DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON

PART C2: PRICING DATA

CONTENTS

Section	Description	Page No
C2.1	Pricing Instructions .....	C2.1-1to4
C2.2	Bill of Quantities .....	C2.2-1to42
C2.3	Summary of Bill of Quantities .....	C2.3-1to3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN  
SIVUKILE-MORGENZON***

**PORTION 2: CONTRACT**

**PART C2: PRICING DATA**

**PART C2.1: PRICING INSTRUCTIONS**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### **UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON**

#### **PART C2.1: PRICING INSTRUCTIONS**

##### **1. GENERAL**

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Bill of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	: The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	: The number of units for each item.
Rate	: The payment per unit of work at which the tenderer tenders to do the work.
Amount	: The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	: An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

##### **2. PAY ITEMS**

The method of measurement published by the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition), subject to the variations and amendments contained in section C3.4.2 shall be applicable to this contract.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specification.

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-
metre					
m <sup>3</sup> -km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

### 3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities shown in the bills of quantities are for all the total estimated work per part of work during the current financial year only. It is anticipated that the budget amount for the next financial year will be similar.
- 3.3 All the work of a specific part may be allocated to one contractor by the municipality or it may be shared between all the appointed contractors for that specific part of the work.
- 3.4 The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

### 4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.
- 4.10 If there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the unit rate as quoted shall govern, and the line item total shall be corrected.
- 4.11 **Preliminary and generals not exceed 15% of total construction cost estimate.**

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION 2: CONTRACT**

**PART C2.2**

**BILL OF QUANTITIES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **LEKWA LOCAL MUNICIPALITY**

### ***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE- MORGENZON***

#### **PORTION 2: CONTRACT**

#### **PART C2.3**

#### **SUMMARY OF BILL OF QUANTITIES**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

BILL OF QUANTITIES

CONTENTS

SCHEDULE A : ROAD CONSTRUCTION

	Page
1200 GENERAL REQUIREMENTS AND PROVISIONS .....	C2.2-9
1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS .....	C2.2-11
1400 HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL .....	C2.2-12
1500 ACCOMMODATION OF TRAFFIC .....	C2.2-14
1600 OVERHAUL .....	C2.2-17
1700 CLEARING AND GRUBBING .....	C2.2-18
B1800 DAYWORKS .....	C2.2-19
2200 PREFABRICATED CULVERTS .....	C2.2-21
2300 CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS .....	C2.2-27
3200 SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS .....	C2.2-30
3300 MASS EARTHWORKS .....	C2.2-31
3400 PAVEMENT LAYERS OF GRAVEL MATERIAL .....	C2.2-33
3500 STABILIZATION .....	C2.2-35
5600 ROAD SIGNS .....	C2.2-36
5700 ROAD MARKINGS .....	C2.2-38
7300 CONCRETE BLOCK PAVING FOR ROADS .....	C2.2-40
8100 TESTING MATERIALS AND WORKMANSHIP .....	C2.2-41
 SUMMARY OF BILL OF QUANTITIES .....	 C2.2-42
 CALCULATION OF TENDER SUM .....	 C2.2-43

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B12.02	<b><u>GENERAL REQUIREMENTS AND PROVISIONS</u></b>				
	Remuneration of the Project Liaison Officer <b>and members of the Project Liaison Committee:</b>				
	(a) Project Liaison Officer	Prov Sum	1	36 000,00	36 000,00
	(b) Project Liaison Committee	Prov Sum			Rate only
	(c) Contractor's handling costs, profit and all other charges in respect of subitems B12.02(a) and (b):				
	(i) Project Liaison Officer	%			
B12.05	(ii) Project Liaison Committee	%	Rate only		Rate only
	Compliance with OHS Act and Regulations (including the Construction Regulations 2003)	Lump Sum	1		
1200	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 1200**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>B12.06</b>	<b>Protection, removal, realignment and replacement of services:</b>				
	(a) Utility services				
	(i) The removal, protection and replacement of utility services	PC Sum	1	25 000,00	25 000,00
	(ii) Handling cost and profit in respect of subitem B21.06(a)(i)	%	25 000,00		
	(b) Existing services				
	(i) The removal, protection and replacement of installations	PC Sum	1	25 000,00	25 000,00
	(ii) Handling cost and profit in respect of subitem B21.06(a)(i)	%	25 000,00		
<b>B12.07</b>	<b>Name Boards</b>	No	1		
<b>1200</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B13.01	<b><u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></b>				
	<b>The contractor's general obligations:</b>				
	(a) Fixed obligations	Sum	1		
	(b) Value-related obligations	Sum	1		
	(c) Time-related obligations	Month	5		
	<b><u>NB</u></b> The combined total tendered for subitems (a), (b) and (c) shall not exceed 15% of the Tender Sum (excluding CPA, contingencies and VAT).				
1300	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B14.01	<b><u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u></b>				
	<b>Office and laboratory accommodation:</b>				
	(a) Offices (interior floor space only)	Sum	1		
	(e) Ablution units:				
	(i) Site unit	No	2		
	(g) Boardroom to accommodate ten people	Sum	1		
	<b>14.02 Office and laboratory furniture:</b>				
	(a) Chairs	No	10		
	(d) Desks, complete with drawers and locks	No	1		
	(e) Drawing tables	No			Rate only
B14.03	<b>Office and laboratory fittings, installations and equipment:</b>				
	(a) Items measured by number:				
	(i) 220/250 volt power points including voltage stabilisers and regulators as specified	No	2		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	No	2		
	(iv) Double 55 watt fluorescent-light fittings complete with ballast and tubes	No	2		
	(vi) Wash-hand basins complete with taps and drains	No	1		
	(x) Fire extinguishers, 9,0 kg all purpose dry powder type, complete, mounted on wall with brackets	No	1		
	(xi) Air-conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	No			Rate only
1400	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>B14.03</b> (cont)	(a) (xiv) General-purpose steel cupboards with shelves	No			Rate only
	(xvi) Refrigerators	No			Rate only
	(xvii) Bookcases	No			Rate only
	(xviii) Voltage stabilizers	No			Rate only
	(xix) Steel plan cabinets	No			Rate only
	(xx) Floodlights complete with poles and minimum 500 watt globes	No	1		
<b>14.04</b>	<b>Car ports</b>	No			Rate only
<b>14.08</b>	<b>Services:</b>				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	Sum	1		
	(ii) Running costs	month	5		
<b>14.10</b>	Provision of 2GB data bundles and R1000 airtime	month			Rate only
<b>B14.12</b>	<b>Supply of computer hardware and software:</b>				
	(a) Supply of computer equipment and software	Lump Sum			Rate only
	(b) Handling cost and profit in respect of subitem B14.12(a)	%	Rate only		Rate only
<b>1400</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE A : ROAD CONSTRUCTION

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>ACCOMMODATION OF TRAFFIC</u></b>				
<b>B15.01</b>	<b>Accommodating traffic and maintaining temporary deviations</b>	km	0,9		
<b>B15.02</b>	<b>Earthworks for temporary deviations:</b>				
	(a) Shaping of temporary deviations	km	0,90		
	(b) Cut and borrow to fill	m <sup>3</sup>	120		
	(c) Cut to spoil	m <sup>3</sup>	120		
<b>B15.03</b>	<b>Temporary traffic-control facilities:</b>				
	(a) Flagmen	man-day	400		
	(b) Portable STOP and GO-RY signs	No	2		
	(d) Amber flicker lights	No			Rate only
	(e) Road signs, R- and TR-series, 900mm in diameter	No	5		
	(f) Road signs, TW-series, 900mm sides	No	5		
	(g) Rectangular road signs, TGS-, TIN- and TW-series (excluding TW-series delineators and barricades)	m <sup>2</sup>			Rate only
	(h) Delineators TW401/TW402 (250 mm x 1 000 mm sides):				
	(i) Single sided	No	30		
	(ii) Double sided	No	30		
	(j) Traffic cones	No	30		
1500	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 1500**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>15.04</b>	<b>Relocation of traffic-control facilities</b>	Lump Sum	1		
<b>B15.05</b>	<b>Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:</b>				
	(a) Temporary deviations	m <sup>3</sup>	200		
	(b) Existing gravel shoulders	m <sup>3</sup>	200		
<b>15.06</b>	<b>Watering of temporary deviations</b>	kilolitre	500		
<b>15.07</b>	<b>Blading by road grader of:</b>				
	(a) Temporary deviations	km-pass			Rate only
	(b) Existing roads used as temporary deviations	km-pass			Rate only
	(c) Existing gravel shoulders used as temporary deviations	km-pass			Rate only
<b>B15.10</b>	<b>Accommodation of traffic where the road is constructed in half-widths</b>	km	1		
<b>15.13</b>	<b>In situ preparation and compaction of existing gravel shoulders to 93% of modified AASHTO density</b>	m <sup>3</sup>			Rate only
<b>B15.14</b>	<b>Provision of traffic safety equipment for use by the engineer:</b>				
	(a) Emergency rotating mini lightbar for mobile use	No	1		
	(b) 'Construction' sticker for vehicles with 100 mm high lettering	No	1		
1500	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 1500**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>B15.15</b>	<b>Traffic safety officer</b>	month	5		
<b>B15.16</b>	<b>Media releases and public relations:</b>				
	(a) Media releases and public relations	PC Sum	1	500,00	500,00
	(b) Handling costs and profit in respect of subitem B15.16(a)	%	500,00		
<b>B15.19</b>	<b>Damaged temporary road signs and delineators:</b>				
	(a) Repair:				
	(i) Cost	Prov Sum	1	500,00	500,00
	(ii) Handling cost and profit in respect of subitem B15.19(a)(i) above	%	500,00		
	(b) Replacement:				
	(i) Cost	Ptov Sum	1	500,00	500,00
	(ii) Handling cost and profit in respect of subitem B15.19(b)(i) above	%	500,00		
<b>B15.20</b>	<b>Lowering and Raising of exisiting manholes</b>	No	15,00		
<b>1500</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1600	<b>OVERHAUL</b> (Only approved by Engineer)				
16,01	Overhaul on material hauled in excess of a free-haul distance of 0,5 km, for haul up to or through 1,0 km (restricted overhaul)	m <sup>3</sup>	200		
B16.02	Overhaul on material hauled in excess of 8,0 km (free Haul)	m <sup>3</sup> -km	1 000		
1600	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1700</b>	<b><u>CLEARING AND GRUBBING</u></b>				
<b>B17.01</b>	<b>Clearing and grubbing</b>	ha	0,5		
<b>17,02</b>	<b>Removal and grubbing of large trees and tree stumps:</b>				
	(a) Girth exceeding 1 m up to and including 2 m	No			Rate only
	(b) Girth exceeding 2 m up to and including 3 m	No			Rate only
<b>17,03</b>	<b>Reclearing of surfaces (on the written instructions of the engineer only)</b>	ha	0,1		
<b>17,04</b>	<b>Clearing and grubbing at inlets and outlets of hydraulic structures</b>	m <sup>2</sup>			Rate only
<b>17,05</b>	<b>Cleaning out of hydraulic structures:</b>				
	(a) Pipes with an internal diameter up to and including 750 mm	m <sup>3</sup>			Rate only
	(c) Box culverts up to and including 1,5 m vertical dimension	m <sup>3</sup>			Rate only
<b>B17.11</b>	<b>Removal of household refuse from the road reserve</b>	m <sup>3</sup>			Rate only
<b>B17.12</b>	<b>Cleaning existing drainage systems and structures</b>	Lump Sum	1		
<b>1700</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b><u>B1800</u></b>	<b><u>DAYWORKS</u></b>				
<b>B18.01</b>	<b>Personnel during normal working hours:</b>				
	(a) Unskilled labour	hour	3		
	(b) Semi-skilled labour	hour	3		
	(c) Skilled labour	hour	3		
	(d) Ganger	hour	3		
	(e) Flagmen	hour	3		
<b>B18.02</b>	<b>Personnel outside normal working hours:</b>				
	(a) Outside normal working hours and on Saturdays:				
	(i) Unskilled labour	hour	3		
	(ii) Semi-skilled labour	hour	3		
	(iii) Skilled labour	hour	3		
	(iv) Ganger	hour	3		
	(v) Flagmen	hour	3		
	(b) Sundays and public holidays:				
	(i) Unskilled labour	hour	3		
	(ii) Semi-skilled labour	hour	3		
	(iii) Skilled labour	hour	3		
	(iv) Ganger	hour	3		
	(v) Flagmen	hour	3		
<b>B1800</b>	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION B1800**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>B18.03</b>	<b>Equipment/Plant:</b>				
	(a) Tipper truck 10 m <sup>3</sup>	hour	3		
	(b) T.L.B	hour	3		
	(c) Grader: 140 G	hour	3		
	(d) Excavator (25 TON)	hour	3		
	(e) Front-end loader	hour	3		
	(f) Vibrating pedestrian roller (Bomag 60)	hour	3		
<b>B18.04</b>	<b>Materials:</b>				
	(a) Procurement of materials	Prov Sum	1	30 000,00	30 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B18.04(a)	%	30 000,00		
<b>B18.05</b>	<b>Transport:</b>				
	(a) LDV	km	10		
	(b) Flatbed truck	km	10		
<b>B1800</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>2200</b>	<b><u>PREFABRICATED CULVERTS</u></b>				
<b>22.01</b>	<b>Excavation:</b>				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m <sup>3</sup>			Rate only
	(ii) Exceeding 1,5 m and up to 3,0 m	m <sup>3</sup>			Rate only
	(iii) Exceeding 3,0 m and up to 4,5 m	m <sup>3</sup>			Rate only
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>			Rate only
<b>B22.02</b>	<b>Backfilling:</b>				
	(a) Using the excavated material	m <sup>3</sup>			Rate only
	(b) Using imported selected material	m <sup>3</sup>			Rate only
	(c) Extra over subitems B22.02(a) and (b) for soil cement (soilcrete) backfilling containing 8% cement	m <sup>3</sup>			Rate only
	(d) Special backfilling for Telkom optical fibre, uPVC ducts all as specified	m <sup>3</sup>			Rate only
	(e) Special bedding and padding for Telkom optical fibre uPVC pipes as specified	m <sup>3</sup>			Rate only
	(f) Installation of earth wire in backfilling (including jointing) and danger tape as supplied by Telkom	m			Rate only
2200	Carried forward				

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 2200**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>B22.03</b>	<b>Concrete pipe culverts:</b>				
	(b) On class B bedding:				
	(i) Type SC 100D-load pipes with ogee joints:				
	(1) 450mm dia	m			Rate only
	(2) 525mm dia	m			Rate only
	(3) 600mm dia	m			Rate only
<b>22.05</b>	<b>Portal and rectangular culverts:</b>				
	(a) Complete with prefabricated floor slabs:				
	(i) 600mm x 450mm	m			Rate only
	(ii) 900mm x 450mm	m			Rate only
<b>22.07</b>	<b>Cast in situ concrete and formwork:</b>				
	(b) In floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish:				
	(i) Class 25/19 concrete	m <sup>3</sup>			Rate only
	(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 <sup>3</sup>			Rate only
	(ii) Class 30/19 concrete	m <sup>3</sup>			Rate only
	(d) Formwork of concrete under subitem 22.07(c) above:				
	(i) Class F1 surface finish	m <sup>2</sup>			Rate only
	(ii) Class F2 surface finish	m <sup>2</sup>			Rate only
2200	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 2200**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
22.08	Concrete backfill for culverts, class 25/19 concrete	m <sup>3</sup>			Rate only
22.10	Steel reinforcement:				
	(a) Mild steel bars	t			Rate only
	(b) High-tensile steel bars	t			Rate only
	(c) Welded steel fabric	kg			Rate only
22.11	Dowels for joining old and new concrete	kg			Rate only
22.12	Removing existing concrete:				
	(a) Plain concrete	m <sup>3</sup>	50		
	(b) Reinforced concrete	m <sup>3</sup>	50		
22.17	Manholes, catchpits, precast inlet and outlet structures complete:				
	(a) Manholes:				
	(i) Brickwork manholes complete with CI cover and frame				
	(1) 0 to 1.5m deep	No			Rate only
	(2) Exceeding 1.5m and up to 3.0m deep	No			Rate only
	(b) Catchpits:				
	(i) Double inlet type				
	(1) 0 to 1.5m deep	No			Rate only
	(2) Exceeding 1.5m and up to 3.0m deep	No			Rate only
2200	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 2200**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>22.18</b>	<b>Brickwork (type NFX bricks):</b>				
	(a) 115 mm thick	m <sup>2</sup>			Rate only
	(b) 230 mm thick	m <sup>2</sup>			Rate only
<b>22.19</b>	<b>Plaster</b>	m <sup>2</sup>			Rate only
<b>22.20</b>	<b>Benching</b>	m <sup>2</sup>			Rate only
<b>22.21</b>	<b>Accessories:</b>				
	(a) Manhole covers including frames:				
	(i) SABS 558 type 2	No			Rate only
	(e) Prefabricated reinforced class 20/19 concrete cover slabs, 760 mm x 760 mm x 90 mm, complete as shown on the drawings including horizontal and vertical steel supports	No			Rate only
	(f) Prefabricated reinforced class 25/19 concrete cover slabs, 940 mm x 1000 mm x 150 mm, complete as shown on the drawings	No			Rate only
<b>22.23</b>	<b>Service ducts:</b>				
	(a) Ordinary pipes:				
	(i) 150 mm internal dia pitch-fibre pipes	m			Rate only
	(ii) 160mm dia uPVC, Class 34 on Class C bedding	m			Rate only
	(b) Split pipes:				
	(i) 150 mm internal dia PVC pipes	m			Rate only
	(ii) 160mm dia uPVC, Class 34 on Class C bedding	m			Rate only
2200	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE A : ROAD CONSTRUCTION

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
22.24	<b>Duct marker blocks:</b>				
	(a) 300 mm x 300 mm x 100 mm class 20/19 concrete as shown on the drawings	No	1		
	(b) 150 mm x 150 mm x 150 mm class 20/19 concrete as shown on the drawings	No	1		
22.25	<b>Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free-haul distance</b>	m <sup>3</sup> -km			Rate only
B22.26	<b>Hand excavation:</b>				
	(a) To determine the positions of existing services:				
	(i) In roads	m <sup>3</sup>	50		
	(ii) In all other areas	m <sup>3</sup>	50		
	(b) To expose existing services to 0,6 m on either side of the service	m <sup>3</sup>	100		
22.27	<b>Reinstating trenches crossing roads:</b>				
	(a) Selected layers	m <sup>2</sup>			Rate only
	(b) Subbase	m <sup>2</sup>			Rate only
	(c) Base (including prime coat)	m <sup>2</sup>			Rate only
	(d) Bituminous surfacing . . . . . including . . . . . tack coat	m <sup>2</sup>			Rate only
	(e) Kerbing	m			Rate only
2200	Carried forward				

<div></div> Contractor	<div></div> Witness 1	<div></div> Witness 2	<div></div> Employer	<div></div> Witness 1	<div></div> Witness 2
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**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 2200**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>B22.29</b>	<b>Waterproofing of prefabricated culvert joints with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material</b>	m			Rate only
<b>B22.30</b>	<b>Breaking into existing drainage structures and building in pipes of the following diameter:</b>				
	(a) 450mm dia	No			Rate only
	(b) 525mm dia	No			Rate only
	(c) 600mm dia	No			Rate only
<b>B22.31</b>	<b>Breaking into existing stormwater pipes of the following sizes to construct new drainage structures:</b>				
	(a) 450mm dia	No			Rate only
	(b) 525mm dia	No			Rate only
	(c) 600mm dia	No			Rate only
<b>B22.32</b>	<b>Collecting and installing Rand Water manhole covers and frames</b>	No			Rate only
<b>B22.37</b>	<b>Service duct markers</b>	No			Rate only
<b>2200</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>2300</b>	<b><u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u></b>				
<b>B23.01</b>	<b>Concrete kerbing, Straight and Curved including Joints, class 25/19 concrete:</b>				
	(a) Prefabricated mountable kerb, SABS 927 fig 8, as shown on the drawings	m	1 100		
	(b) Prefabricated barrier kerb, SABS 927 fig 3, as shown on the drawings	m	200		
	(c) 300 mm x 200 mm cast in situ class 25/19 concrete edge beam, as shown on the drawings	m	1 100		
<b>B23.02</b>	<b>Concrete kerbing-channelling combination, Straight and Curved, including Joints, class 25/19 concrete:</b>				
	(a) Prefabricated mountable kerb, SABS 927 fig 8, with 300 mm wide cast in situ concrete channel, class 20/19 as shown on the drawings	m			Rate only
	(b) Prefabricated barrier kerb, SABS 927 fig 3, with 300 mm wide cast in situ concrete channel, class 20/19 as shown on the drawings	m			Rate only
<b>23.05</b>	<b>Inlet, outlet, transition and similar structures (typical designs):</b>				
	(a) Inlet structures, for chutes down side slopes, class 20/19 concrete, complete as shown on the drawings	No			Rate only
	(c) Combined double kerb inlet and manhole Class 25 concrete	No			Rate only
2300	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 2300**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>B23.06</b>	<b>Inlet, outlet, transition, ramps and similar structures (measured by components):</b>				
	(a) Concrete:				
	(i) Class 25/19 concrete	m <sup>3</sup>	5		
	(b) Formwork:				
	(i) Class U2 surface finish	m <sup>2</sup>	400		
<b>23.07</b>	<b>Trimming of excavations for concrete-lined open drains:</b>				
	(a) In soft material	m <sup>2</sup>	500		
	(b) In hard material	m <sup>2</sup>			Rate only
<b>23.08</b>	<b>Concrete lining for open drains:</b>				
	(a) Cast in situ class 25/19 concrete lining in V-drains	m <sup>3</sup>	140		
	(b) Class U2 surface finish to cast in situ concrete in V-drains	m <sup>2</sup>	1 200		
<b>23.09</b>	<b>Formwork to cast in situ concrete lining for open drains (class F2 surface finish):</b>				
	(a) To sides with formwork on the internal face only	m <sup>2</sup>	100		
	(b) To sides with formwork on both internal and external faces (each face measured)	m <sup>2</sup>	360		
	(c) To ends of slabs	m <sup>2</sup>	10		
2300	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>23.10</b>	<b>Sealed joints in concrete linings of open drains:</b>				
	(a) With Flexcell and polysulphide seal, complete as shown on the drawings	m	300		
<b>23.12</b>	<b>Steel reinforcement:</b>				
	(a) Mild steel bars	t			Rate only
	(b) High-tensile steel bars	t			Rate only
	(c) Welded steel fabric	kg	1 200		
<b>B23.14</b>	<b>Cutting bituminous surfacing and pavement layers for concrete kerbing, edge beams, channelling or concrete-lined drains:</b>				
	(a) Depth up to 50 mm	m			Rate only
	(b) Depth exceeding 50 mm but not exceeding 100 mm	m			Rate only
<b>B23.17</b>					
<b>B23.18</b>					
<b>2300</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3200</b>	<b><u>SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS</u></b>				
<b>B32.06</b>	<b>Stockpiling of material (Only approved by Engineer)</b>				
	(a) Existing road layers	m <sup>3</sup>	350		
<b>3200</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3300</b>	<b><u>MASS EARTHWORKS</u></b>				
<b>B33.01</b>	<b>Cut and borrow to fill, including all haul:</b>				
	(a) Material in compacted layer thicknesses of 200 mm and less:				
	(i) Compacted to 90% of modified AASHTO density	m <sup>3</sup>			Rate only
	(ii) Compacted to 93% of modified AASHTO density	m <sup>3</sup>			Rate only
	(b) Material in compacted layer thicknesses exceeding 200 mm:				
	(i) Compacted to 90% of modified AASHTO density	m <sup>3</sup>			Rate only
	(ii) Compacted to 93% of modified AASHTO density	m <sup>3</sup>			Rate only
	(g) Coarse fill (so-called pioneer/rock fill as specified in subclause B3307(k)) compacted to 90% of modified AASHTO density	m <sup>3</sup>	600		
<b>B33.04</b>	<b>Cut to spoil, including all haul. Material obtained from:</b>				
	(a) Soft excavation	m <sup>3</sup>	5 040		
	(c) Hard excavation	m <sup>3</sup>	1 008		
	(d) Boulder excavation class A	m <sup>3</sup>			Rate only
<b>B33.07</b>	<b>Removal of unsuitable material, including all haul:</b>				
	(a) In layer thicknesses of 200 mm and less:				
	(i) Stable material	m <sup>3</sup>	10		
	(ii) Unstable material	m <sup>3</sup>	300		
<b>B33.07</b>	(b) In layer thicknesses exceeding 200 mm:				
	(i) Stable material	m <sup>3</sup>			Rate only
	(ii) Unstable material	m <sup>3</sup>	100		
3300	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>B33.09</b>	<b>Material temporarily removed and placed in a windrow (Only approved by Engineer)</b>	m <sup>3</sup>	10		
<b>33.10</b>	<b>Roadbed preparation and the compaction of material:</b>				
	(a) Compaction to 90% of modified AASHTO density	m <sup>3</sup>			Rate only
	(b) Compaction to 93% of modified AASHTO density	m <sup>3</sup>	1 260		
<b>33.12</b>	<b>In situ treatment of roadbed:</b>				
	(a) In situ treatment by ripping	m <sup>3</sup>			Rate only
	(b) In situ treatment by blasting	m <sup>3</sup>			Rate only
<b>3300</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3400</b>	<b><u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u></b>				
<b>B34.01</b>	<b>Pavement layers constructed from gravel taken from cut or borrow, including all haul:</b>				
	(a) Gravel selected layer from G7 material compacted to:				
	(i) 93% of modified AASHTO density for a compacted layer thickness of 150 mm	m <sup>3</sup>			Rate only
	(ii) 95% of modified AASHTO density for a compacted layer thickness of 150 mm	m <sup>3</sup>			Rate only
	(c) Gravel subbase from G6 material (unstabilised gravel) compacted to:				
	(i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm	m <sup>3</sup>			Rate only
	(ii) 97% of modified AASHTO density for a compacted layer thickness of 150 mm	m <sup>3</sup>			Rate only
	(c) Gravel base from G4 material (unstabilised gravel) compacted to:				
	(i) 98% of modified AASHTO density for a compacted layer thickness of 150 mm	m <sup>3</sup>			Rate only
	(ii) 100% of modified AASHTO density for a compacted layer thickness of 150 mm	m <sup>3</sup>			Rate only
	(f) Gravel base material chemically stabilized to C4 and compacted to:				
	(i) 97% of modified AASHTO density for a compacted layer thickness of 150 mm	m <sup>3</sup>			Rate only
	(ii) 98% of modified AASHTO density for a compacted layer thickness of 150 mm	m <sup>3</sup>			Rate only
3400	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE A : ROAD CONSTRUCTION

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
34.02	Extra over item 34.01 for excavation of material in:				
	(b) Hard excavation	m <sup>3</sup>			Rate only
B34.03	Pavement layers constructed from gravel obtained from existing pavement layers:				
	(a) Gravel selected layer compacted to 93% of modified AASHTO density, using:				
	(i) Non-cemented material for a compacted layer thickness of 150mm	m <sup>3</sup>			Rate only
	(ii) Cemented material for a compacted layer thickness of 150mm	m <sup>3</sup>			Rate only
	(l) Gravel shoulder wearing course compacted to 93% of modified AASHTO density, using:				
	(i) Non-cemented material for a compacted layer thickness of 150mm	m <sup>3</sup>			Rate only
	(ii) Cemented material for a compacted layer thickness of 150mm	m <sup>3</sup>			Rate only
3400	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SECTION 3400

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b><u>3500</u></b>	<b><u>STABILIZATION</u></b>				
<b>B35.01</b>	<b>Chemical stabilization extra over unstabilized compacted layers:</b>				
	(c) Gravel subbase, 150mm thick	m <sup>3</sup>			Rate only
	(d) Gravel base, 150mm thick	m <sup>3</sup>	1 155		
<b>B35.02</b>	<b>Chemical stabilizing agent:</b>				
	(a) Ordinary Portland cement	t	142		
	(b) Portland blast-furnace cement	t			Rate only
	(c) Road lime, calcium / magnesium / dolomitic type				
<b>35.04</b>	<b>Provision and application of water for curing</b>	kilolitre	50		
<b>35.05</b>	<b>Curing by covering with the subsequent layer</b>	m <sup>2</sup>			Rate only
<b>3500</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>5600</b>	<b><u>ROAD SIGNS</u></b>				
<b>56.01</b>	<b>Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:</b>				
	(a) Aluminium sheet (2,0 mm thick):				
	(i) Area not exceeding 2 m <sup>2</sup>	m <sup>2</sup>	10		
	(ii) Area exceeding 2 m <sup>2</sup> but not 10 m <sup>2</sup>	m <sup>2</sup>	12		
<b>56.02</b>	<b>Extra over item 56.01 for using:</b>				
	(a) Background of retro-reflective material:				
	(i) Class I	m <sup>2</sup>	5		Rate only
	(ii) Class II	m <sup>2</sup>			
	(iii) Class III	m <sup>2</sup>	5		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
	(i) Class II	m <sup>2</sup>	15		Rate only
	(ii) Class III	m <sup>2</sup>			
<b>56.03</b>	<b>Road sign supports (overhead road sign structures excluded):</b>				
	(a) Steel tubing - 2 mm thick 50 to 100 mm dia.	t	0,3		
	(b) Timber, 150 mm dia Creosote treated	m			Rate only
<b>56.05</b>	<b>Excavation and backfilling for road sign supports (not applicable to kilometre posts)</b>	m <sup>3</sup>	10		
<b>56.06</b>	<b>Extra over item 56.05 for cement-treated soil backfill</b>	m <sup>3</sup>	2		
<b>5600</b>	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 5600**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
56.07	Extra over item 56.05 for rock excavation	m <sup>3</sup>	5		
56.08	Dismantling, storing and re-erecting road signs with a surface area of:				
	(a) Up to 2 m <sup>2</sup>	No			Rate only
	(b) Exceeding 2 m <sup>2</sup> but not 10 m <sup>2</sup>	No			Rate only
56.09	Dismantling and storing road signs with a surface area of:				
	(a) Up to 2 m <sup>2</sup>	No			Rate only
	(b) Exceeding 2 m <sup>2</sup> but not 10 m <sup>2</sup>	No			Rate only
B56.10	Class 15/38 concrete backfill in excavations for road sign footings	m <sup>3</sup>	5		
B56.12	Hazard plates:				
	(a) 600 mm x 600 mm	No			Rate only
	(b) 600 mm x 150 mm	No	3		
	(c) 800 mm x 200 mm	No			Rate only
	(d) 1 200 mm x 300 mm	No			Rate only
B56.13	Temporary covers for road signs	m <sup>2</sup>			Rate only
B56.14	Dismantling and disposal of road signs:				
	(a) Hazard marker signs	No			Rate only
	(b) Single post signs (other R and W signs)	No			Rate only
	(c) Multiple post signs	No			Rate only
	(d) Overhead-mounted road sign boards	No			Rate only
5600	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SCHEDULE A : ROAD CONSTRUCTION

## SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>5700</b>	<b><u>ROAD MARKINGS</u></b>				
<b>57.01</b>	<b>Road-marking paint:</b>				
	(a) White lines (broken or unbroken):				
	(i) 100 mm wide	km	1,0		
	(ii) 150 mm wide	km			Rate only
	(iii) 200 mm wide	km			Rate only
	(iv) 300 mm wide	km	0,2		
	(b) Yellow lines (broken or unbroken):				
	(i) 100 mm wide	km			Rate only
	(ii) 150 mm wide	km			Rate only
	(c) Red lines (broken or unbroken):				
	(i) 100 mm wide	km			Rate only
	(ii) 150 mm wide	km			Rate only
	(d) White lettering and symbols	m <sup>2</sup>	20		
	(e) Yellow lettering and symbols	m <sup>2</sup>	10		
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m <sup>2</sup>			Rate only
	(g) Kerb markings (any colour)	m <sup>2</sup>	10		
<b>B57.02</b>	<b>(a) Construction of speed humps complete according to drawing</b>	No	2		
5700	Carried forward				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SCHEDULE A : ROAD CONSTRUCTION**

**SECTION 5700**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
<b>57.02</b>	<b>Retro-reflective road-marking paint:</b>				
	(a) White lines (broken or unbroken):				
	(i) 100 mm wide	km			Rate only
	(ii) 150 mm wide	km			Rate only
	(iii) 200 mm wide	km			Rate only
	(b) Yellow lines (broken or unbroken):				
	(i) 100 mm wide	km			Rate only
	(ii) 150 mm wide	km			Rate only
	(iii) 200 mm wide	km			Rate only
	(c) Red lines (broken or unbroken):				
	(i) 100 mm wide	km			Rate only
	(ii) 150 mm wide	km			Rate only
	(iii) 200 mm wide	km			Rate only
	(d) White lettering and symbols	m <sup>2</sup>			Rate only
	(e) Yellow lettering and symbols	m <sup>2</sup>			Rate only
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m <sup>2</sup>			Rate only
<b>57.04</b>	<b>Variations in rate of application:</b>				
	(a) White paint	litre			Rate only
	(b) Yellow paint	litre			Rate only
	(c) Red paint	litre			Rate only
	(d) Retro-reflective beads	kg			Rate only
<b>B57.06</b>	<b>Setting out and pre-marking the lines (excluding traffic-island markings, lettering and symbols)</b>	km			Rate only
<b>5700</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>7300</b>	<b><u>CONCRETE BLOCK PAVING FOR ROADS</u></b>				
<b>73.01</b>	<b>Concrete block paving:</b>				
	(a) 80mm thick interlocking paving blocks include 25mm sand (Concrete calss 30/19)	m <sup>2</sup>	6 300		
	(b) 60mm thick interlocking paving blocks with 25mm sand (Concrete calss 30/19)	m <sup>2</sup>			Rate only
<b>B73.02</b>	<b>Cast in situ concrete edge and intermediate beams (class 25/19)</b>	m <sup>3</sup>	20		
<b>7300</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
81,02	<b><u>TESTING MATERIALS AND WORKMANSHIP</u></b>				
	<b>Other special tests requested by the engineer:</b>				
	(a) Cost of testing	Prov Sum	1	10 000,00	10 000,00
	(b) Handling cost and profit in respect of subitem B81.02(a) above	%	10 000,00		
8100	<b>TOTAL CARRIED TO SUMMARY</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**LEKWA LOCAL MUNICIPALITY**

**UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON**

**SUMMARY OF SCHEDULE OF QUANTITIES**

**SUMMARY OF SCHEDULE A : ROAD CONSTRUCTION**

1200	GENERAL REQUIREMENTS AND PROVISIONS .....	R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS .....	R
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL .....	R
1500	ACCOMMODATION OF TRAFFIC .....	R
1600	OVERHAUL .....	R
1700	CLEARING AND GRUBBING .....	R
B1800	DAYWORKS .....	R
2200	PREFABRICATED CULVERTS .....	R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS .....	R
3200	SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS ..	R
3300	MASS EARTHWORKS .....	R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL .....	R
3500	STABILIZATION .....	R
5600	ROAD SIGNS .....	R
5700	ROAD MARKINGS .....	R
7300	CONCRETE BLOCK PAVING FOR ROADS .....	R
8100	TESTING MATERIALS AND WORKMANSHIP .....	R

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<b>TOTAL SCHEDULE A : ROAD CONSTRUCTION:</b>	
<b>CARRIED TO CALCULATION OF TENDER SUM</b>	<b>R</b>

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<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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**LEKWA LOCAL MUNICIPALITY**

**UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON**

**CALCULATION OF TENDER SUM**

TOTALS BROUGHT FORWARD FROM SUMMARY OF SCHEDULE OF QUANTITIES

SCHEDULE A : ROAD CONSTRUCTION R

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TOTAL OF SCHEDULE OF QUANTITIES R

CONTINGENCIES 10%  
The sum provided here is under the sole control of the  
engineer and may be deducted in whole or in part ..... R

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SUBTOTAL ..... R

VALUE-ADDED TAX (VAT)  
The tenderer shall add 15% of the subtotal for VAT ..... R

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**TENDER SUM CARRIED TO FORM OF TENDER** R


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SIGNED ON BEHALF OF TENDERER : .....


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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION 2: CONTRACT**

**PART C3: SCOPE OF WORK**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### **UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON**

## PART C3: SCOPE OF WORK

### CONTENTS

<b>Section</b>	<b>Description</b>	<b>Page No</b>
C3.1	DESCRIPTION OF THE WORKS .....	C3.1-3
C3.2	ENGINEERING .....	C3.2-6
C3.3	PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT .....	C3.3-9
C3.4	CONSTRUCTION .....	C3.4-15
C3.5	SPECIFICATIONS .....	C3.5-18

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

#### PART C3.1: DESCRIPTION OF THE WORKS

##### C3.1.1 Employer's Objectives

The LEKWA Local Municipality is in the process of the upgrading of existing formal gravel roads into paved road.

##### C3.1.2 Overview and Location of Works

This project consists of the upgrading of existing formal gravel roads in Sivukile-Morgenzon. The construction of associated minor storm-water drainage will also form part of this project.

##### C3.1.3 Extent of Works

The major items of the works included in this contract are:

- Removal of existing surface
- Bulk excavation of reusable material and carting to stockpile areas (for reuse in pavement layers or sidewalks)
- Bulk excavation up to the road bed level unless firm rock is encountered above the level
- Removal of unsuitable material below the road bed level and the possible stabilization of material if necessary
- Construction of pavement layers
- Kerbs and storm water channel
- Installation of interlocking concrete blocks paving
- Application of surfacing to road intersections
- Trimming and shaping of sidewalks
- Relocation of existing services
- Road signage and road markings
- Remedial work such as road patches at points where the new carriageway joins the old carriageway

The description of the projects as described in this section is merely an outline of the contract works and shall not be regarded as limiting to the amount of work to be done by the Contractor under this contract.

Dealing with existing services including water pipes, electrical and Telkom cables and existing sewer lines form part of the works.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





#### C3.1.4 Location of the Works

The construction is situated in Sivukile Ext 1-Morgenzon area. (Ward 14) The site can be reached by the existing road network. Insert locality map.



#### C3.1.5 Temporary Works

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow-areas or to the spoil sites.

No additional payment will be made for water by-passes and temporary access roads in order to control dust pollution and all costs associated with this will be deemed to be covered in the tendered rates.

#### C3.1.6 General Information

The operation of construction vehicles on existing roads or streets, or on streets which have been completed to the level of sub base or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

The Contractor shall be held responsible to clear any spillage caused by his activities on or near any roads, by whatever means necessary, within 24 hours after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



No housing is available for the Contractor's employees and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangement thereof, and no extension of time due to any delays resulting from this will be granted.

No housing is required for the Engineer. Other facilities such as an office, telephone, name board, survey equipment, and any relevant services required for the Engineer are described under the relevant sections.

The tenderers are to tender for the relevant project by completing the relevant bill of quantities. A valid bid shall be a completed bill of quantities with a total after VAT, corresponding with the amount recorded in the offer of acceptance.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### **UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON**

#### **PART C3.2: ENGINEERING**

##### **C3.2.1 DRAWINGS**

A set of drawings for Tender Purposes Only is issued with the tender documents. The drawings that were issued during the tender stage are preliminary and final drawings will be issued during the award of the project to the successful tenderer.

##### **C3.2.2 MANAGEMENT**

###### **Management of the Works**

The management of the site shall be in accordance with the provisions of the COLTO Standard Specification for Road and Bridge Works for State Road Authorities (1998 edition).

###### **Setting-out Detail**

The works should be set out according to the Construction drawings. Contractors should familiarize with the boundaries of region.

It remains the Contractor's responsibility to set out all work from the benchmarks and reference pegs.

Provision of access to yards/homes

##### **C3.2.3 CHANGES TO SCOPE OF WORK**

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

For any particular works' instruction, all work shall be subject to the approval and issuing of a works order by the municipality.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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#### **C3.2.4 TRAFFIC**

##### **C3.2.4.1 Access**

Access to adjacent properties shall be maintained at all times. If closures are unavoidable and approved by the Engineer, property owners shall be warned by the contractor in writing, at least 3 days in advance, of any such intended closure and be advised of the extent of the closure.

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

The Contractor may, with the approval of the Engineer, make arrangements with the occupiers of erven and properties via the PSC to close off part of a street, road, and footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration and re-opens the route as punctually as possible. Where possible, the road shall be made safe and re-opened to traffic overnight.

Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

##### **C3.2.4.2 Accommodation of traffic**

The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs, etc. in a good condition shall constitute ample reason for the Engineer to apply penalties as specified and to bring the Works to a stop until the road signs, etc. have been repaired to his satisfaction. All temporary road signs will be placed on stands with a minimum height from the ground of 750 mm. All road signs will be a minimum size of 900mm signs. The Contractor shall not be permitted to use traffic cones as a singular method for traffic accommodation and all traffic cones will be used alternating with delineators and the appropriate sign boards.

The Contractor shall not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the SADC Road Traffic Signs Manual, volume 13. Typical sections are indicated in the drawings.

The Contractor shall program his activities, taking note of all the above-mentioned restrictions. The Contractor's tendered rates for the relevant items in the Schedule of Quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Contractor shall take special precautions to ensure the safety of traffic on all roads that are affected by the works. Furthermore, the Contractor shall adjust his work program to ensure that the hazard posed to the traveling public by equipment and/or personnel working on the road during periods of reduced visibility or other unfavourable environmental or traffic conditions are limited as far as possible.

The Contractor's tendered rates shall include full compensation for all possible additional costs, which may arise from the above and no claims for extra payment or for an extension of time due to inconvenience as a result of the prescribed process will be considered. The Contractor shall nominate properly trained traffic safety officers who shall be approved by the Engineer, and who shall be responsible at all times, including after hours, nights, weekends and public holidays, for the traffic safety of the work area and the accommodation of traffic.

The traffic safety officer shall not be the site agent, contracts manager, foreman or any employee who is involved directly with the construction process. The duties of the traffic safety officer shall be dedicated to traffic safety and accommodation of traffic. The contractor shall provide for at least one day and one night person.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

#### PART C3.3: PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

##### C3.3.1 DEFINITIONS

**"The community"** means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

**"Conventional contract"** means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

**"Conventional subcontract"** shall be similarly and appropriately construed.

**"Contract Participation Goal"** (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and subcontractors.

**"Contractor"** means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

- a) have a contractor grading designation equal to or higher than a contractor grading designation specified for the Contract, or
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

**"Subcontractor"** shall be similarly and appropriately construed.

**"Emerging contractor"** means an ABE that cannot reasonably be categorized as a conventional contractor defined above.

**"Affirmable Business Enterprise (ABE)"** means a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

**"Key Personnel"** means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operations.

**"Worker"** for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

**"Workforce"** means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

**"Subcontractor"** means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

**"Level of subcontractor"** means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

**"Project Committee"** is the committee comprising out of the Employer's representative, The Engineer or his representative, the Contractor or his representative and the CLO.

**"CLO"** is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

### C3.3.2 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximize the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged. The minimum daily rate is **R160 per day**

It is also an objective to utilize SMME's / ABE's in the vicinity of the project, the development of these resources in the execution of the project, and by maximizing the amount of project funds retained within the project locality.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





### C3.3.3

### TEMPORARY WORKFORCE

#### a) **Record of workforce and subcontractors**

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging contractors, SMME or ABE subcontractors, where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed elsewhere in this document.

#### b) **Recruitment and selection procedures**

The Contractor shall be responsible for the final selection of workers and subcontractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognizance of the provisions of the contract relating to training).

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

The Contractor shall make a final selection from the list provided by the CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) **Terms and Conditions pertaining to the Employment of the Temporary Workforce and subcontractors**

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and subcontractors are observed.

d) **Labour Relations and Worker Grievance Procedures**

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### **C3.3.4 TRAINING OF THE TEMPORARY WORKFORCE**

Selected members of the workforce are to be provided at least with structured training by a nominated subcontractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subcontractor's workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

#### **C3.3.5 ACCREDITED TRAINING AND ATTENDANCE**

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognized by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subcontractor regarding his staff's attendance and participation therein.

The contractor shall further make all reasonable efforts to co-ordinate subcontractor's work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

#### **C3.3.6 PENALTIES FOR NON-COMPLIANCE**

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of the Conditions of Contract or the penalties specified for non-attaining the prescribed CPG's will be applied and doubled.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### C3.3.7 MEASUREMENT AND PAYMENT

<b>ITEM</b>	<b>UNIT</b>
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**C3.3.1 Community Liaison Officer Salary** ..... provisional (Prov) sum

The provisional sum provided shall cover the salary of the duly elected and approved CLO.

**C3.3.2 Training**

a) Training of the temporary workforce

i) Technical training ..... provisional (Prov) sum

ii) HIV/AIDS ..... provisional (Prov) sum

The provisional sums provided shall cover all the cost for the training of the temporary workforce.

**C3.3.3 Handling costs and profits in respect of items**

**C3.3.1 and C3.3.2** .....percentage (%)

The tendered percentage is a percentage of the amounts actually spent under the items, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the training.

**C3.3.6 Penalties**

b) Targeted Labour ..... percentage point

The penalty for item (b) for not attaining at least the tendered number of person-days (refer to Part T2: Returnable Documents) will be calculated as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 1.0 \times \frac{(D - Do)}{(100)} \times N_A$$

Where

D	=	tendered Contract Participation Goal percentage
Do	=	the Contract Participation Goal which the Engineer based on the credits passed, certifies as being achieved upon completion of the Contract
N <sub>A</sub>	=	Net Amount (Contract expenditure, excluding VAT)
P	=	Rand value of penalty payable.

The Minimum set-aside on this contract for Targeted Labour is 7.5%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

#### PART C3.4: CONSTRUCTION

##### C3.4.1 Site Establishment

The Contractor shall negotiate with property owners and make his own arrangements to obtain sites for the erection of offices, laboratories, yards, etc. Written approval must be obtained from the owners on whose property the camp is to be situated. The choice of all sites for the establishment of camps is subject to the approval of the Engineer. Campsites within the road reserve will not be permitted. The site for the Engineer's offices and laboratories shall not be used for the accommodation or housing of the Contractor's personnel and employees.

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required

##### C3.4.2 Survey Control and Setting Out of the Works

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance,

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including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

#### **C3.4.3 Inspection of Adjoining Properties**

The Contractor shall take cognizance of the following:

Before any construction work commences in any section of the Works, the Contractor shall inspect all properties adjoining that section, preferably in the company of the relevant property owner or representative of the owner, and record the following:

- A photographic record of each property;
- All existing visible cracks in the adjoining buildings;
- Alternative accesses to the property;
- Location of services entering the property.

#### **C3.4.4 Construction in Confined Areas**

It will be necessary for the Contractor to work within confined or restricted areas. No additional or extra over payment will be made as described for in "restricted areas" in the Standard Specifications. The Contractor shall note that measurement and payment will be in accordance with the specifications, excluding payment for work in restricted areas, irrespective of the method used, and that the rates and amounts tendered shall be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined or restricted areas and narrow widths 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.

#### **C3.4.5 Existing Services**

The scope of works for this contract shall be affected by existing services. Where necessary the Contractor must familiarize himself with the position and extent of existing services and to carry out the works in such a manner as not to cause damage to existing services. All manhole covers in the road must be clearly referenced and absolutely no surfacing shall be allowed on any manhole cover.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the Contractor's negligence or unauthorized action shall be to the Contractor's account.

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Where applicable, the employer's standard specification for repairing and installation of water and sanitation services shall be used.

#### **C3.4.6 Plant and Materials**

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the site free of charge.

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

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

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused and fresh, not older than three months or as approved by the engineer.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

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

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification and that the quarry or borrow pits are in compliance with the latest environmental and mining legislation.

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Contractor

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Employer

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## LEKWA LOCAL MUNICIPALITY

### UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

#### PART C3.5: SPECIFICATIONS

##### C3.5.1 STANDARD SPECIFICATIONS

(a) The following specifications shall apply to this contract:

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies from the South African Institution of Civil Engineers at:

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

(b) SABS or BS Specifications and Codes of Practice

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

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

##### C3.5.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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Employer

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### **C3.5.3 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.

#### **COLTO SERIES 1000: GENERAL**

#### **SECTION B1100: DEFINITIONS AND TERMS**

#### **B1115 GENERAL CONDITIONS OF CONTRACT**

*REPLACE CLAUSE 1115 WITH THE FOLLOWING:*

"The General Conditions applicable to this Contract shall be the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition, 2015 issued by the South African Institution of Civil Engineering.

All references to the COLTO General Conditions of Contract, 1998 in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 shall be deleted and replaced where applicable by references to the Conditions of Contract stated in this clause as detailed in table B1115. The context of the reference to the GCC is also noted.

The Contractor shall note that whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the Conditions of Contract specified in this clause and amended in the Contract Document shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

#### **B1155 WORK IN RESTRICTED AREAS**

*REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:*

"No additional or extra over payment will be made for work in restricted areas except for work near structures as defined in section 6100."

*ADD THE FOLLOWING CLAUSES:*

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Contractor

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**B1156 COMMERCIAL SOURCE**

A source of supply of materials chosen by the Contractor. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources."

**B1158 BITUMEN RUBBER**

A hot mixture of penetration-grade bitumen and fine rubber crumbs.

**B1159 LABOUR-OPTIMISING CONSTRUCTION**

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

**B1160 PATCHING**

Patching shall be any repair work to existing pavement layers with the purpose of repairing local failures with a surface area of more than 1 m<sup>2</sup> but less than 100 m<sup>2</sup>. Repairs in excess of 100 m<sup>2</sup> shall be considered to be reconstruction.

**B1161 POTHoles**

Potholes are local failures covering an area of less than 1 m<sup>2</sup>.

**B1162 REPAIR**

Measures aimed at maintaining or improving the condition and/or riding comfort of an existing road.

**B1163 STRESS-ABSORBENT MEMBRANE INTERLAYER (SAMI)**

A layer of stone chippings and bitumen rubber constructed between successive pavement layers for the purpose of absorbing stress.

**B1164 PROCESS CONTROL**

Process control means all testing required to be carried out in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the engineer. The contractor is responsible for process control testing. The cost of testing for process control is deemed included in the rates tendered for each item. The minimum frequency of testing for process control should comply with Section 8300 of the standard specifications: Quality Control."

**B1165 ACCEPTANCE CONTROL**

Acceptance control means whatever testing the engineer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the contractor. Such testing will be carried out at the cost of the employer.

Both the process and acceptance control testing by the engineer shall be carried out by an accredited laboratory.

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**B1166 PRE-TREATMENT**

Treatment of the existing surfacing and base prior to a bituminous overlay or reseal. Pre-treatment can include but is not limited to the following actions:

- Patching, inclusive of saw cutting, excavation, priming and/or tacking, and backfilling with asphalt
- Milling out existing asphalt surfacing and/or base layer, priming and/or tacking, and backfilling with paver-laid asphalt
- Repairing edge breaks, inclusive of saw cutting, excavation, priming and/or tacking, and repairing with asphalt
- Crack sealing, inclusive of cleaning, and applying herbicide, primer and sealant
- Slurry seal surface treatment."

**B1167 FREE HAUL DISTANCE**

The free-haul distance in regard to any material which is moved shall be to the closest municipal landfill site.

**B1168 CLASSES OF EXCAVATION**

No distinction will be made between soft and intermediate excavation.

**SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS**

**B1202 SERVICES**

*ADD THE FOLLOWING:*

"A number of existing services occur within the extent of the works that will affect the contractor's programme of work. It is therefore of the utmost importance for the contractor to work in close conjunction with the owners or authorities controlling these services to ensure that the services are not disrupted in any way as a result of the works.

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

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

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**B1204      PROGRAMME OF WORK**

**(a)      General requirements**

*Add the following as a continuation of the first paragraph:*

“A Gantt chart programme shall be provided, showing the various activities in such detail as the Engineer may require.

A realistic preliminary programme for the completion of the works within the required time period shall be submitted with the tender. This preliminary programme must clearly indicate the duration of the following activities after written notification from the engineer has been received:

- (i)            Site establishment
- (ii)           All non-construction activities (contractual items that need to be addressed prior to the commencement of the actual works)
- (iii)           Submission of works programme
- (iv)           Start of construction

In drawing up the works programme the contractor shall make allowance for the following:

- (i)            All special non-working days defined in Contract Data.
- (ii)           The expected delays: Extension of time resulting from inclement weather.
- (iii)           The following restricted working conditions:
  - Limitations in terms of weather conditions especially cold or hot conditions that may make seal work impossible.

The contractor shall clearly indicate the following:

- (i)            A work breakdown structure that identifies all major activities
- (ii)           Scheduled start and end dates for each activity
- (iii)           Proposed production rates
- (iv)           Linkages between activities that clearly identify sequence, floats and dependencies
- (v)           The critical path activities
- (vi)           Intended working hours and resource allocations (plant and labour)
- (vii)           Key dates in respect of information required or due delivery

This initial programme shall realistically account for the forecast cash flow within the defined contract period, and as provided on Form F: Schedule of estimated monthly expenditure. If an alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender.”

*Add the following new sub clause:*

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Contractor

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Employer

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**(c) Programme revisions**

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that may have fallen behind. The engineer may demand from the contractor, at the cost of the contractor, a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand."

**B1205 WORKMANSHIP AND QUALITY CONTROL**

*Add the following after the title:*

"The contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan".

*Delete the second, third, fourth and fifth paragraphs and replace with the following:*

"The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover. Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted."

Should a combined laboratory be implemented the acceptance control requirements of the engineer will be incorporated into the quality assurance system of the contractor.

*Add the following at the end of this clause:*

"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."

"The engineer shall for the purpose of acceptance control and products and workmanship, assess test results and measurements in accordance with provisions of Section 8200 of the standard specifications (quality control scheme 1). 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".

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

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING*

The contractor shall comply with all legal provisions in regard to surveying and setting out work.

*ADD THE FOLLOWING:*

“The Roads and other access/service roads have not been set out. The horizontal alignments shown on the drawings reflect the centre line of the new roads. The contractor shall appoint an experienced and reputable land surveyor to stake the road at 20 m intervals using these alignments and shall take cross-sections of the road formation and adjacent area at 10 m intervals in mountainous areas and 20 m intervals in other areas to a distance of at least 10 m wider than the new road toe-lines. The cross-sections shall clearly define shoulder break lines, drains and batter slopes of existing cuts and fills. The cross-sections of a particular section of the road to be constructed shall be submitted to the engineer for his approval at least 7 days before the time envisaged by the contractor when such a section of road will be constructed. These cross-sections shall then be used for the calculation of quantities.

The reference beacons shown on the drawings shall be used for the purpose of staking and taking cross-sections. The appointed land surveyor shall in addition also construct sufficient reference markers corresponding to the staked line to ensure that accurate measurements can be made.

No additional or extra over payment will be made for staking the road centre line or for taking cross-sections and full compensation therefore shall be deemed to be included in the rates tendered and paid for the various items of work included in this contract.”

**B1207: NOTICES, SIGNS AND ADVERTISEMENTS**

*Delete the third paragraph and replace with the following:*

“All signboards erected in accordance with the drawings or as approved advertisements for the contractor’s establishment, shall be removed at the same time as the disestablishment of the contractor’s camp.

**B1209 PAYMENT**

**(b) Rates to be inclusive**

“VAT shall be excluded from the rates.”

**(c) The meanings of certain phrases in payment clauses**

**(i) Procuring and furnishing... (material)**

*Add the following:*

“Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled”.

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Employer

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**(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:

- (i) The site selected for this purpose is approved by the engineer
- (ii) Such land is physically separated from any production plant or operation
- (iii) Only materials for use under this contract is stockpiled on such land
- (iv) 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
- (v) 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."

*ADD THE FOLLOWING SUBCLAUSES:*

**(g) Payment certificates**

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

**(h) Trade names**

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the engineer may, after receipt of tenders, approve the use of equivalent materials.

**(i) Work in confined areas**

Except where provided for in the specifications AND the bill of quantities, no extra payment shall be made nor shall any claim for additional payment be considered for construction in restricted or confined areas. The omission of standard pay items from the bill of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the tendered rates."

**B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

*ADD THE FOLLOWING PARAGRAPH:*

"Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of

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Employer

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traffic while other portions are being constructed, shall not constitute use or occupation by the employer.

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

- (i) In the case of partial completion, the estimated cost to complete the outstanding work is less than 2% of the estimated cost to construct the whole section or sections.
- (ii) In the case of the whole works, the estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (iv) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the contractor."
- (v) Any information in the contractor's possession, which is required by the engineer and has been requested in writing or specified, has been supplied."

**B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE  
AND OF SERVICES MOVED, DAMAGED OR ALTERED**

*ADD THE FOLLOWING TO THE LAST PARAGRAPH OF SUBCLAUSE (d):*

"These written statements shall be handed to the engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the engineer."

*Under subclause (e) replace the opening paragraph with:*

"Should the contractor use land not provided by the employer for the purpose of his own establishment, engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

*and add the following sub subclause:*

- "(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.
- (vii) That copies of lease agreements shall be submitted to the engineer prior to signature by the signing parties, and copies lodged with the engineer after signing. Notwithstanding the engineer's approval of the conditions of a lease the contractor shall be solely responsible for adherence to the terms of the agreements."

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- (viii) Adherence to the principles of the environmental management plan and legal obligations”.

#### **B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

ADD THE FOLLOWING:

##### **"Method (ii) (Critical-path method)**

Extension of time resulting from abnormal rainfall or other forms of weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The value of "n" working days per calendar month as specified in this clause shall be as given in table B1215/1. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the "n" values as specified shall not be taken as accumulating over the contract period. If the "n" days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims which may arise later during the contract period.

The rainfall records at Rainfall Station No “” for the period 01-01-1962 to 31-12-1990 are reproduced in table B1215/1 for information purposes only. The symbols are those given for Method (i) in the standard specifications.”

Information Source: Department of Environmental Affairs  
Rainfall Station: Standerton - Morgenzon

**Table B1215/1**

<b>MONTH</b>	<b>Nn (days)</b>	<b>Rn (mm)</b>
January	21	200
February	19	150
March	17	105
April	10	50
May	4	10
June	2	5
July	1	3
August	2	5
September	5	25
October	14	110
November	19	120
December	21	180
<b>TOTAL</b>	135	963

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Contractor

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Employer

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**B1222      USE OF EXPLOSIVES**

*REPLACE PARAGRAPH (g) WITH THE FOLLOWING:*

- "(g) The contractor shall, seven (7) days before each blasting operation is carried out, advise the engineer thereof in writing. Any such blasting operation shall be confirmed with the engineer twenty-four (24) hours prior to execution. The contractor shall make all the necessary arrangements to keep the public and the provincial traffic authorities fully informed with regard to the closures of the road for blasting purposes."

*ADD THE FOLLOWING PARAGRAPH:*

- "(h) Where blasting needs to be carried out within the road reserve of the existing road, it shall only be allowed between 09:00 and 12:00. The road may not be closed for a period longer than thirty (30) minutes during which time all blasting shall be carried out, debris removed from the road surface and the road made safe and passable for traffic. 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 PARAGRAPHS:*

"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.

In addition to the specified repairs, the contractor shall also carry out any maintenance work within the road reserve that the engineer may require. Such maintenance shall typically comprise the routine clearing of litter, the clearing and repair of drainage, repair of guardrails and any structural damage caused by traffic during the contract period.

Any such work shall be as ordered by the engineer and shall be carried out as daywork."

**B1228      LEGAL PROVISIONS**

*ADD THE FOLLOWING PARAGRAPHS:*

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

The proposed type of work, materials to be used and potential hazards likely to be encountered on this contract are detailed in the project specifications schedule of quantities and drawings, as well as in the employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the contract document.

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The contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the employer.

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

A payment item is included in the schedule of quantities to cover the contractor's cost for compliance with the OHS Act and the above-mentioned regulations."

#### **B1229 SABS CEMENT SPECIFICATIONS**

*ADD THE FOLLOWING TO THIS SUBCLAUSE:*

"Where reference is made in this Specification or the Standard Specifications to the cement specifications, eg SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

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

Part 1: Common cements.

On this contract CEM II A-L, class 32.5 cement shall be used."

*ADD THE FOLLOWING CLAUSES:*

#### **B1230 MATERIALS**

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

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

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

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

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

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

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification."

#### **B1231 REPORTING OF ACCIDENTS**

The contractor shall report every accident which occurs on the road, within the extent of the works, to the engineer, within twenty-four (24) hours of such accident occurring, irrespective of whether such accident has a bearing on damage to the works or to persons, property or things. The report must be in writing and must contain full particulars of the accident. Photographs of each accident shall also be included in the report. The engineer has the right to conduct any or all enquiries, either on the site or elsewhere, as to the causes and consequences of any such accident. The contractor shall also keep a comprehensive record of all accidents which occur on the road and shall make such records available to the engineer on demand.

#### **B1232 LABOUR-OPTIMISING CONSTRUCTION METHODS**

##### **(a) General**

The following provisions shall apply in respect of those portions of the works that are specified in Part C3.3 to be executed using labour-optimising construction methods.

##### **(b) Restrictions on the use of electrical and mechanical plant and equipment**

Except to the extent specified in Part C3.3, and notwithstanding anything to the contrary which may be stated in, or be reasonably inferred from any provisions elsewhere contained in the contract, the contractor shall use only labour and non-mechanically or non-electrically powered hand tools, equipment or plant in the execution and completion of all such portions of the works listed in Part C3.3 that are to be constructed by labour-optimising construction methods; provided always that the engineer may at his sole discretion and at any time, or upon receipt of a fully motivated written application from the contractor, instruct or authorise the contractor to use such electrical or mechanical plant and equipment as he may deem appropriate or necessary under the circumstances, in the execution of such portions of the works otherwise required, in terms of Part C3.3, to be constructed using labour-optimising construction methods only.

##### **(c) Classification of excavations**

Notwithstanding anything to the contrary which may be contained elsewhere in the Specifications, excavations shall be classified according to the specified method of excavation as follows:

##### **(i) Excavations which are:**

- not specified in Part C3.3 as required to be executed using labour-optimising construction methods; and

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Contractor

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- specified in Part C3.3 as required to be executed using labour-optimising construction methods but which, notwithstanding, are executed by the contractor using mechanical plant and equipment prohibited in terms of the project specifications, either with the prior authorisation of the engineer or in breach of the provisions of the specifications,

shall be classified in accordance with the provisions of the standard specifications.

- (ii) Excavations which are specified in Part C3.3 as being required to be executed using labour-optimising construction methods and which are so executed, shall be classified in accordance with table B1231/10.

TABLE B1231/10: CLASSIFICATION OF EXCAVATION

Classification	Number of blows required for a DCP penetration of 100 mm	
	Granular soil	Cohesive soil
Soft	$\leq / = 30$	$\leq 10$
Hard	$> 30$	$> 10$

- (iii) Where only excavation in soft material is required in terms of Part C3.3 to be executed using labour-optimising methods, the classification for the purposes of determining the cut-off point for labour-optimising excavation shall be made in terms of subsubclause (ii) above, and the excavation beyond the cut-off point shall be in terms of subsubclause (i) above.
- (iv) Classification of material specified to be excavated using labour-optimising construction methods, but not in fact excavated by such methods, whether in compliance with an instruction from the engineer, or in accordance with a concession granted by the engineer or through default of the contractor, shall be made in terms of subsubclause (i) above.

### **B1233 TRAINING**

Structured training shall be provided to temporary personnel involved in the contract in accordance with the provisions set out in elsewhere in this document. The contractor's selection of the candidates shall be approved by the project liaison committee and the engineer, subject to the required entrance levels. All training courses must be offered through approved accredited training organisations.

The contractor shall provide the following for the training:

- A venue with sufficient lighting, electric power points and furniture
- All necessary stationery, consumables and study material
- Transport to and from the training venue if the training is not delivered on site
- Wages for candidates attending engineering (technical) skills training during working hours

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (e) Payment to approved training organisations for the provision of training.

NB: Only technical skills and entrepreneurial training may take place during normal working hours. Generic training may only take place after hours. All training courses shall commence within one month of handing over the site and be complete before the end of the contract period.

#### **B1234 PROJECT STEERING COMMITTEE (PSC)**

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the LEKWA Local Municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works. They will be paid R 300-00 per sitting unless otherwise ordered by the Engineer. The number of sittings are limited to one sitting per month.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

#### **B1235 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 08:00 and 12:00 and at other times as the need arises. His/her normal working day will extend from 08:00 in the morning until 17:00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. She/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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (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 this document (form RDP 12(E)).

**(b) Payment for the community liaison officer**

A special pay item is incorporated in Section 1200 of the schedule of quantities due 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.

**B1236 SUBCONTRACTORS**

Over and above the stipulations of the Conditions of Contract, 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 the 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### **B1237 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 schedule of quantities.

### **B1238 RELOCATION OF EXISTING SERVICES**

This section covers the relocation of existing services that may clash or may be in the way of the new services. This also covers the protection of existing services that could be damaged as a result of the works carried out under this contract.

### **B1239 CONTRACT NAMEBOARDS**

The Contractor shall provide two project name boards that will withstand the environment. The name boards will be according to the Municipal standard and will be placed after consultation with the Employer.

The name boards shall be removed at the end of the contract period.

### **B1240 PAYMENT**

ADD THE FOLLOWING PAYMENT ITEMS:

<b>Item</b>	<b>Unit</b>
<b>B12.01 Training:</b>	
(a) Engineering (technical) skills .....	Provisional (Prov) Sum
(b) Generic skills .....	Provisional (Prov) Sum
(c) Entrepreneurial skills .....	Provisional (Prov) Sum
(d) Training venue .....	lump sum
(e) Remuneration of workers undergoing technical skills training .....	Provisional (Prov) Sum
(f) Contractor's handling costs, profit and all other charges in respect of subitems B12.01(a), (b), (c) and (e):	
(i) Engineering (technical) skills .....	percentage (%)
(ii) Generic skills .....	percentage (%)
(iii) Entrepreneurial skills .....	percentage (%)
(iv) Remuneration of workers undergoing technical	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



skills training ..... percentage (%)

Payment under subitems B12.01(a), (b) and (c) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the Conditions of Contract.

The lump sum tendered for subitem B12.01(d) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationery, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of all the training programmes specified in the document.

Payment under subitem B12.01(e) shall be the actual sum paid to workers undergoing technical skills training. The contractor will not be reimbursed directly for his administrative costs which will be deemed to be included in the rates tendered for item B13.01.

The percentages tendered for subitem B12.01(f) shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.01(a), (b) and (c) and shall be in full and final compensation in respect of the contractor's handling costs, profit, mentoring, record-keeping, reporting and all other charges in connection with providing the services.

Item	Unit
<b>B12.02      Remuneration of the Project Liaison Officer and members of the Project Liaison Committee:</b>	
(a)      Project Liaison Officer .....	Provisional (Prov) Sum
(b)      Project Liaison Committee.....	Provisional (Prov) Sum
(c)      Contractor's handling costs, profit and all other charges in respect of subitems B12.02(a) and (b):	
(i)      Project Liaison Officer .....	percentage (%)
(ii)      Project Liaison Committee.....	percentage (%)

Payment under subitems B12.02(a) and (b) shall be the amounts actually paid to the Project Liaison Officer and members of the Project Liaison Committee as agreed upon by the employer, the engineer, the Project Liaison Officer and the members of the Project Liaison Committee. Payment shall be made in accordance with the provisions of the Conditions of Contract.

The percentages tendered for subitem B12.02(c) shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.02(a) and (b) and shall include full compensation in respect of the contractor's handling costs, profit and all other charges with regard to the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





appointment and remuneration of the Project Liaison Officer and the establishment and remuneration of the Project Liaison Committee.

<b>Item</b>		<b>Unit</b>
<b>B12.05</b>	<b>Compliance with OHS Act and Regulations (including the Construction Regulations 2003).....</b>	lump sum

The tendered sum shall include full compensation to the contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) at all times for the full duration of the Contract, as described in B1228 of Part B of the project specifications. The successful tenderer shall provide the engineer with a complete breakdown of this tendered sum.

This sum will be paid to the contractor in equal monthly amounts subject to proper/ substantial compliance.

<b>Item</b>		<b>Unit</b>
<b>B12.06</b>	<b>Protection, removal realignment and replacement of services:</b>	
(a)	Utility services:	
(i)	Protection, removal, realignment and replacement .....	Provisional (Prov) Sum
(ii)	Handling costs and profit in respect of subitem B12.06(a)(i) above .....	Percentage (%)

The provisional sum for utility services shall be expended in accordance with the Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under item B12.06(a)(i), which shall be paid to the contractor as full compensation for handling costs and profit in connection with dealing with all utility services.

<b>Item</b>		<b>Unit</b>
<b>B12.07</b>	<b>Name Boards.....</b>	Prime Cost (PC) Sum

The tendered sum shall include full compensation to the contractor for the name boards and to maintain the name boards for the construction period.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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## **SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

### **B1302 GENERAL REQUIREMENTS**

#### **(a) Camps, constructional plant and testing facilities**

*ADD THE FOLLOWING:*

"Before the establishment of the contractor's camp at an approved site, the area will first be fenced off and, if required by the engineer, 150 mm of topsoil and vegetation removed to temporary stockpiles as described in Section 1700."

"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 it shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

#### **(c) Legal and contractual requirements and responsibility to the public**

*ADD THE FOLLOWING PARAGRAPH:*

"There has been recent legislation promulgated by Government that improves mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

- (i) Part C1.5 contains the specification that regulates the contractor's construction methods so far as to ensure health and safety of his employees and of the public. The cost of health and safety measures during the construction process must be included under item 13.01."

The responsibility is on the contractor to make sure that he complies with all the legal requirements and the municipal by-laws pertaining to construction works or otherwise.

"The contractor shall comply with all statutory and contractual requirements of the Environmental Management Programme."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**B1303      PAYMENT**

**Item**

**B13.01      The contractor's general obligations**

*ADD THE FOLLOWING AFTER THE FOURTH PARAGRAPH:*

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

*DELETE THE SEVENTEENTH PARAGRAPH COMMENCING WITH "The tendered rate per month for subitem B13.01(c) ..." AND REPLACE WITH:*

"The tendered rate per month for subitem B13.01(c) represents full compensation for that part of the contractor's general obligations which is mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the commencement date until the end of the period for completion of the works, plus any extension thereof, provided that:"

*ADD THE FOLLOWING AT THE END OF THIS PAY ITEM:*

"The amount payable to the contractor for time-related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of the Conditions of Contract, shall be calculated by taking account of only payment items for which the unit of measurement is 'month'. All pay items for which the unit of measurement is 'month' shall be deemed to be based upon an average of 23 working days per month."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**SECTION B1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

**(a) General**

*ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH:*

"Burglar-proofing shall comply with the requirements of CKS 338.

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 SUBSUBCLAUSES:*

"(xviii) Steel plan cabinets shall be able to accommodate one hundred and fifty A0-sized drawings hanging vertically from approved holders.

(xix) The electric refrigerator shall have a capacity of at least 200 litres.

(xx) Floodlights at the offices and laboratory of the supervisory staff shall be controlled by a photocell for security purposes.

(xxi) The cellphones and car kits supplied to the engineer's site staff shall be supplied for the duration of the contract. The prime cost sum shall also include for the cost of all telephone calls in connection with contract administration."

**(c) Laboratories**

*ADD THE FOLLOWING TO SUBSUBCLAUSE (xiv):*

"The lengths of the baths are governed by the heating and water-circulation apparatus and the number of cubes to be stored, and must be approved by the engineer before the baths are constructed."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



*ADD THE FOLLOWING TO SUBSUBCLAUSE (xv):*

"The freezer compartment of the refrigerator shall have a capacity of approximately 50% of the volume of the refrigerator."

**(h) Communication System**

*REPLACE WITH THE FOLLOWING:*

The Contractor shall provide the Engineer with a monthly airtime top-up voucher of R500-00 and a 3G data card and 500mb/month in data bundles.

*ADD THE FOLLOWING SUBCLAUSE:*

**"(i) Computers and printers**

When instructed by the engineer, the contractor shall provide approved new computer equipment, including software and printers for use by the engineer's site personnel. The type of equipment and software shall be as instructed by the engineer and payment for equipment and maintenance shall be made through item B14.12.

All equipment provided shall be kept fully serviceable at all times by the contractor. The contractor shall repair/replace any defective equipment within 48 hours after notification by the's staff. The contractor shall also be responsible to provide all paper and ink cartridges required by the engineer.

The minimum requirement for the Laptop and printer will be:

Laptop: 3.2 GHZ Processor, 4 GB RAM,320 Gig HD,CD/DVD Drive with USB port min. Core i3 or similarly approved, complete with Windows 8 operating system & MS Office Basic and 3G Modem

Printer: Colour printer with minimum page feed

At the end of the contract, the equipment and software shall revert back to the contractor."

*ADD THE FOLLOWING SUBCLAUSE:*

**(j) Safety Equipment for Engineer's staff**

The Contractor shall allow for providing the following protective clothing for the engineering staff:

2 high visibility vests  
2 hard hats (white)  
2 Sets of safety boots

The contractor must also provide a water closet and water on tap (for personal hygiene) not further than 10m from the site office.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **B1404 SERVICES**

### **(b) Water, electricity and gas**

*ADD THE FOLLOWING:*

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

### **(c) Maintenance**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"The contractor shall supply all labour, equipment and materials required for keeping the offices, laboratories, ablution units, car-ports at the offices and laboratories, and the housing for labourers in a neat and clean condition, and shall immediately undertake repairs requested by the engineer to the offices, laboratories, ablution units, car-ports, rented houses and the housing for labourers. The contractor is not responsible for keeping rented houses in a clean and neat condition, nor for tending to or caring for the gardens."

## **B1406 MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>B14.01 Office and laboratory accommodation:</b>	

*REPLACE SUBITEM (e) WITH THE FOLLOWING:*

- |      |                      |                                 |
|------|----------------------|---------------------------------|
| "(e) | Ablution units:      |                                 |
| (i)  | Site unit.....       | square metre (m <sup>2</sup> )  |
| (ii) | Laboratory unit..... | square metre (m <sup>2</sup> )" |

*ADD THE FOLLOWING SUBSUBITEMS:*

- |     |                               |                                |
|-----|-------------------------------|--------------------------------|
| (g) | Venue for site meetings ..... | square metre (m <sup>2</sup> ) |
|-----|-------------------------------|--------------------------------|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>Item</b>		<b>Unit</b>
<b>B14.03</b>	<b>Office and laboratory fittings, installations and equipment:</b>	

(a) Items measured by number:

*CHANGE SUBITEM (i) TO READ AS FOLLOWS:*

"(i) 220/250 volt power points including voltage stabilizers and regulators as specified .....number (No)"

*ADD THE FOLLOWING SUBSUBITEMS:*

"(xix) Steel plan cabinets ..... number (No)

(xx) Floodlights complete with poles and minimum 500 watt globes ..... number (No)

The tendered rate for subitem B14.03(a)(xx) shall include for the operation of the lights from sunset to dawn for the full duration of the contract."

(b) Prime-cost items and items paid for in a lump sum:

*ADD THE FOLLOWING SUBSUBITEMS:*

"(ix) Provision of cellphones complete with car kits fitted to vehicles as directed, including all fees and the cost of phone calls in connection with the administration of the contract ..... Prime Cost (PC) Sum

(x) Handling costs and profit in respect of subitem 14.03(b)(ix) above ..... percentage (%)"

*ADD THE FOLLOWING SUBITEM:*

(d) Safety Equipment for Engineering Staff:

"(i) Provision of Safety Equipment for Engineer's Staff.. Prime Cost (PC) Sum

"(ii) Handling costs and profit in respect of subitem 14.03(d)(i) above ..... percentage (%)"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>"Item</b>		<b>Unit</b>
<b>B14.10</b>	<b>Provision of Photostat facilities</b>	

*AMEND THIS PAYITEM DESCRIPTION TO READ "provision of copying facilities" AND IN THE PAYMENT PRESCRIPTION, AMEND "photocopier" TO READ "combination colour printer/copier/scanner/facsimile machine".*

<b>Item</b>		<b>Unit</b>
<b>B14.12</b>	<b>Supply of computer hardware and software:</b>	

- |     |  |                     |
|-----|--|---------------------|
| (a) | Supply of computer equipment and software .....                | Prime Cost (PC) sum |
| (b) | Handling cost and profit in respect of subitem B14.12(a) ..... | percentage (%)      |

Expenditure under this item shall be made in accordance with the Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under subitem B14.12(a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the specified equipment.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





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## **SECTION B1500: ACCOMMODATION OF TRAFFIC**

### **B1501 SCOPE**

*ADD THE FOLLOWING:*

"This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

### **B1502 GENERAL REQUIREMENTS**

#### **(a) Safety**

*ADD THE FOLLOWING:*

*ADD THE FOLLOWING PARAGRAPH:*

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

#### **(b) Providing temporary deviations**

*ADD THE FOLLOWING PARAGRAPH:*

"The contractor shall keep the provincial traffic police, the municipal traffic department and the engineer fully informed of changes in the normal traffic flow and obtain their approval for these changes."

#### **(e) Access to properties**

*ADD THE FOLLOWING:*

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

#### **(i) Traffic safety officer**

*ADD THE FOLLOWING AFTER SUBCLAUSE (viii):*

"(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the works

(x) arrange for the removal of broken down vehicles that obstruct the normal traffic flow

The contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words "CONTRACTOR TRAFFIC CONTROL" and/or "AANNEMER VERKEERSBEHEER" in clearly legible letters shall be mounted on the vehicle at least 1,5 m above ground level to be clearly visible. The vehicle shall be equipped with two

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



revolving amber-coloured flashing lights with a minimum intensity of 55 W. The flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

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

**ADD THE FOLLOWING NEW SUB-CLAUSES:**

**"(j) Public traffic**

The contractor shall plan and conduct his activities in such a way as to bring about the least possible disruption to the residents and public on the streets on which he works.

General layouts and details for the accommodation of traffic is provided in the South African Road Traffic Signs Manual (SARTSM), Chapter 13, 1994, *Roadworks Signing*, which shall be used on this contract.

**(k) Liaison with Municipality traffic department**

The contractor shall obtain permission and approval of his traffic management plan from the municipality in writing prior to any work is started on any section of the work.

**(l) Non-compliance with the conditions for the accommodation of traffic**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the public traffic in accordance with these specifications or as required by statutory authorities or ordered by the engineer, the engineer shall have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered, until he is satisfied that the conditions have been complied with."

No additional payment shall be made for costs as a result of sub clauses j, k and l. All costs related thereto are to be covered under the items scheduled under section 1500 in the Schedule of quantities.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**B1503      TEMPORARY TRAFFIC-CONTROL FACILITIES**

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:*

"The contractor shall supply, erect and maintain all necessary temporary road signs in accordance with the drawings and the S A Road Traffic Signs Manual Volume 2, Chapter 13: Roadworks Signing (available from Government Printer, Pretoria).

All temporary road signs, devices, sequences, layouts and spacings shall comply with the requirements set out in the National Road Traffic Act, 1996 (Act No 93 of 1996), the National Road Traffic Regulations, 2000 of the relevant authorities and on the drawings or as instructed by the engineer.

The contractor shall indemnify the employer against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of road traffic signs, barricades, traffic-control facilities, channelization devices and warning devices."

**(b)      Road signs and barricades**

*ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:*

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

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

The traffic-control devices, temporary signs and devices required in the contract are those designated in Part 13 of Volume 2 of the South African Road Traffic Signs Manual.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the engineer is obtained. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the contractor fail to respond to an instruction to re-erect a road sign within three hours or fail to comply to the requirements, the work on that section will be suspended without any compensation to the contractor.

If required, permanent road signs shall be covered using a hessian bag pulled over the sign in the form of a hood and fastened to the sign posts. The use of plastic bags or other materials fastened with adhesive tape shall not be permitted. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates of items B15.01 and B15.10."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**(c) Channelization devices and barricades**

*ADD THE FOLLOWING PARAGRAPHS:*

"Drums shall not be used as channelization devices.

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

- (i) They shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- (ii) The blade shall be retro-reflectorised, with Class I yellow sheeting on the side facing oncoming traffic.
- (iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.
- (iv) The delineators shall be subject to the approval of the engineer.
- (v) The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the engineer.
- (vi) Traffic cones made of a fluorescent red-orange or red plastic material, shall be used only at short-term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

**(d) Barriers**

*ADD THE FOLLOWING:*

"Guardrails mounted on steel drums shall not be used as barriers."

**(e) Warning devices**

*ADD THE FOLLOWING TO THE FIRST PARAGRAPH:*

"The flashing lights shall have a minimum intensity of 55 W."

*ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE SECOND PARAGRAPH:*

"The warning boards shall be at least 1,5 m above ground level."

*ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:*

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

- (i) Vehicle mounted flashing lights

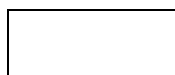
Rotating lights shall have an amber lens with a minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDVs and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling on or parked alongside roads open to public traffic.

Rotating lights and the 'construction vehicle' signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall supply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements, shall be removed from the site.

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness."

*ADD THE FOLLOWING SUBCLAUSES:*

**"(g) Safety jackets**

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be replaced immediately by the contractor.

The engineer, his personnel and visitors shall wear safety jackets at all times when they move about the site. The contractor shall provide the engineer with four (4) safety jackets. The safety jackets shall be orange in colour and shall be submitted for the engineer's approval before they are purchased. No separate payment will be made for the safety jackets and full compensation therefore shall be included in the rates tendered for in section 1500.

**(h) Other traffic control measures ordered by the engineer**

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

**B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS**

*REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:*

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



"The effective carriageway width for any two-way traffic accommodated on an existing bituminous surfaced road shall not be less than 6,0m. No single lane shall be less than 3,0m wide.

Where the traffic is accommodated in half-widths, the effective lane width for one-way traffic shall not be less than 3,0m."

**B1505 TEMPORARY DRAINAGE WORKS**

*ADD THE FOLLOWING TO THE LAST PARAGRAPH:*

"The construction of temporary culverts shall be in accordance with section 2200. Temporary culverts no longer required shall be removed as directed by the engineer. Excavations shall be backfilled with suitable granular material and compacted to the densities specified by the engineer."

**B1507 GRAVELLING OF TEMPORARY DEVIATIONS OR OF EXISTING ROADS USED AS TEMPORARY DEVIATIONS**

*ADD THE FOLLOWING TO THE SECOND PARAGRAPH:*

"The gravel material laid on existing roads used as diversions shall comply with the following:

Maximum size : 37,5 mm

Oversize index (Io) : 0 (% retained on 37,5 mm sieve)

Shrinkage products (Sp) : 100 - 240 (linear shrinkage x % passing 0,425 mm sieve)

Grading coefficient (Gc) :  $16 - 34 [(\% \text{ passing } 26,5 \text{ mm} - \% \text{ passing } 2,0 \text{ mm}) \times \% \text{ passing } 4,75 \text{ mm} / 100]$

CBR :  $\geq 15$  at 93% of modified AASHTO density."

**B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS**

*ADD THE FOLLOWING:*

"The contractor shall arrange his activities so that construction traffic and equipment do not unnecessarily obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the contractor shall not stop or delay public traffic using the half-widths to make way for construction traffic.

However, the engineer may under special circumstances agree to stop the traffic for a maximum period of 15 minutes, but with the express proviso that the traffic authority controls such an eventuality. Should the contractor require longer closure times, this will only be considered on the submission of a detailed method statement for the work to be done and on receipt of accommodation of traffic drawings and an incident plan. Such submission shall be done at least 14 days prior to the intended closure."

*REPLACE THE THIRD PARAGRAPH AND ONWARDS WITH THE FOLLOWING:*

"Work in half-widths shall at all times be restricted to one lane at a time. The contractor shall not be allowed to work on both lanes simultaneously.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Work on the road shall be executed as follows:

- (i) The work may commence at any of the contract limits or any point in between. The contractor shall however, note that the relocation and/or protection of services intersecting the site may not yet have been carried out by the service authorities and this may affect the contractor's programme of work. To this extent the contractor's attention is drawn to clause B1202.
- (ii) The total road length which may be demarcated at any time for construction, upgrading or rehabilitation shall not exceed 2,5 km per work area, excluding transitions and signs.
- (iii) A minimum distance of 5 km must be maintained between any two consecutive work areas.
- (iv) Under no circumstances may any of the actions under (ii) be undertaken on more than two adjacent work areas simultaneously.
- (v) The contractor will not be allowed to occupy a new section of road before a previous section has been substantially completed. For the purpose of this contract, substantial completion shall mean the completion of the work to the satisfaction of the engineer in order to open the road for two-way traffic.
- (vi) Manually controlled traffic signals and two-way radios shall be used to control the traffic during daylight hours. Traffic signals shall be controlled electronically during night time, or manually with two-way radios subject to approval by the engineer."

**ADD THE FOLLOWING CLAUSE:**

**"B1518 RETRO-REFLECTIVE MATERIAL**

"Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in clause B8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in table B8118/1."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **B1517 MEASUREMENT AND PAYMENT**

### **Item**

#### **B15.01 Accommodating traffic and maintaining temporary deviations**

*ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:*

"The accommodation of traffic and the maintenance of deviations shall be measured once only along the centre line of the road, irrespective of the type of work to be executed or the number of times necessary to accommodate traffic over any particular part of the road.

The limits for any particular section of road over which traffic has to be accommodated and deviations have to be maintained shall be the distance measured between the limits of construction of the particular section of road under consideration. Only the net distance of the road shall be measured and overlapping distance during staged rehabilitation shall not be measured."

### **Item**

#### **B15.02 Earthworks for temporary deviations**

*ADD THE FOLLOWING:*

"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the accommodation of traffic. Payment for frontage/service roads used for the accommodation of traffic will be made under section 3300."

### **Item**

### **Unit**

#### **B15.03 Temporary traffic-control facilities:**

REPLACE THE DESCRIPTION OF SUBITEMS (g) AND (h) WITH THE FOLLOWING:

- "(g) Rectangular road signs, TGS-, TIN-, and TW-series  
(excluding TW-series delineators and  
barricades)..... square metre (m<sup>2</sup>)
- (h) Delineators TW401/TW402  
(250 mm x 1 000 mm sides):
- (i) Single sided ..... number (No)
- (ii) Double sided ..... number (No)"

*ADD THE FOLLOWING TO THE LAST PARAGRAPH:*

"Payment for the provision of temporary traffic-control facilities shall be paid for once only, irrespective of the type of work to be executed or the number of times that the temporary traffic-control facilities have to be moved and re-used."

### **Item**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**B15.05      Gravelling and repair of temporary deviations  
and existing gravel roads used as temporary  
deviations**

**ADD THE FOLLOWING:**

"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the accommodation of traffic. Payment for gravelling of frontage/service roads used for the accommodation of traffic will be made under section 3400."

**REPLACE ITEM 15.10 WITH THE FOLLOWING:**

<b>"Item</b>	<b>Unit</b>
<b>B15.10      Accommodation of traffic where the road is  constructed in half-widths .....</b>	<b>kilometre (km)</b>

The unit of measurement shall be the kilometre measured along the centre line of the roads to be constructed, upgraded or rehabilitated in half-widths as directed by the engineer.

The accommodation of traffic in half-widths shall be measured once only along the centre line of the road, irrespective of the number of times necessary to accommodate traffic over any particular part of the road.

This also applies to cases where the traffic is initially accommodated on one half of the road and later on the other half. The limits for any particular part of road on which traffic has to be accommodated in half-widths shall be the distance measured between the beginning and end of the particular work area and not between the two furthestmost temporary road signs on either side of the particular section of road under construction.

The tendered rate shall include full compensation for providing all Constructional Plant, equipment, tools, transport, labour, supervision, guards and all other incidentals necessary for the proper and safe handling of traffic as specified, for all additional costs and work resulting from accommodating the traffic in half-widths, and for dismantling, storing and if necessary re-using, moving, transporting and re-erecting temporary road signs, barricades and all other traffic-control facilities necessary to accommodate traffic in half-widths, irrespective of the number of times necessary to move such traffic-control facilities.

Payment will be made in three instalments as follows:

- (a) The first instalment, 25% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the widening of the shoulder or any phased construction for the accommodation of traffic.
- (b) The second instalment, 35% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the construction of the one half of the road complete to final road levels, excluding the second application of slurry.
- (c) The third and final instalment, 40% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



construction of the remainder of the road complete to final road levels, including the second application of slurry to the first half.

Payment for the provision of temporary traffic-control facilities shall be made under item B15.03 and shall be paid for once only, irrespective of the type of work to be executed or the number of times that the temporary traffic-control facilities have to be moved and re-used."

**ADD THE FOLLOWING ITEMS:**

Item	Unit
<b>B15.14 Provision of traffic safety equipment for use by the engineer:</b>	
(a) Emergency rotating mini lightbar for mobile use .....	number (No)
(b) 'Construction' sticker for vehicles with 100 mm high lettering .....	number (No)
(c) Safety jackets .....	number (No)

The unit of measurement shall be the number of each item provided as specified, and approved by the engineer.

The tendered rates for the various safety items shall include full compensation for provision thereof, and maintenance in good working order.

Item	Unit
<b>B15.16 Media releases and public relations:</b>	
(a) Media releases and public relations .....	Prime Cost (PC) Sum
(b) Handling costs and profit in respect of subitem B15.16(a) .....	percentage (%)

The prime cost sum is provided to cover costs related to media releases and public notices as instructed by the engineer.

The tendered percentage is a percentage of the amount actually spent under the relevant prime cost item, which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the specified services.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



<b>Item</b>		<b>Unit</b>
<b>B15.19</b>	<b>Damaged temporary road signs and delineators:</b>	

- |      |   |                        |
|------|---|------------------------|
| (a)  | Repair:   |                        |
| (i)  | Costs.....  | Provisional (Prov) Sum |
| (ii) | Handling cost and profit in respect of subitem B15.19(a)(i) above ..... | percentage (%)         |

<b>Item</b>		<b>Unit</b>
<b>(b)</b>	<b>Replacement:</b>	

- |      |   |                       |
|------|---|-----------------------|
| (i)  | Costs.....  | Provisional (Pov) Sum |
| (ii) | Handling cost and profit in respect of subitem B15.19(b)(i) above ..... | percentage (%)        |

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

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

<b>Item</b>		<b>Unit</b>
<b>B15.20</b>	<b>Compensation to landowners for land taken up by deviations:</b>	

- |      |   |                        |
|------|---|------------------------|
| (a)  | Repair:   |                        |
| (i)  | Costs.....  | Provisional (Prov) Sum |
| (ii) | Handling cost and profit in respect of subitem B15.20(a)(i) above ..... | percentage (%)         |
| (b)  | Replacement:  |                        |
| (i)  | Costs.....  | Provisional (Prov) Sum |
| (ii) | Handling cost and profit in respect of subitem B15.20(b)(i) above ..... | percentage (%)         |

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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## **SECTION B1600: OVERHAUL**

### **B1602 DEFINITIONS**

#### **(a) Overhaul material**

*ADD THE FOLLOWING TO SUBCLAUSE (i):*

"Overhaul material shall also include the following:

Any material, irrespective of type which is removed from existing pavements and spoiled, or which is hauled direct to other parts of the site or to approved stockpiles or from stockpiles to a working area."

*REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:*

"No overhaul shall apply to materials from commercial sources. The contractor's tendered rates for all materials from commercial sources shall be deemed to include full compensation for hauling the materials to its point of use on the site."

#### **(c) Haul distance**

*ADD THE FOLLOWING:*

"The haul distance of any material which is removed from existing pavements shall be measured along the shortest route from the place of excavation to the point of use (should the material be re-used directly) or to the approved stockpile, and the shortest distance from the approved stockpile to the point of use."

Notwithstanding provisions being made in the document for restricted overhaul and ordinary overhaul it is noted that restricted overhaul and ordinary overhaul does not apply on material that is to be disposed of at the Municipal Landfill site. Material to be disposed of at a landfill site are excavated material, contaminated material, unsuitable material, unstable material and generally any material not to be used in the permanent works.

The contractor's tendered rates for excavation shall be deemed to include full compensation for hauling the material to the designated landfill site. The designated landfill site for this project is the Mangaung South Landfill site.

Restricted overhaul and ordinary overhaul only applies where material contemplated in paragraph 1 above can no longer be disposed of at the designated landfill site. Additions and deductions in the applicable tendered rate shall be applied to effect fair compensation or adjustment.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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## **SECTION B1700: CLEARING AND GRUBBING**

### **B1701 SCOPE**

*ADD THE FOLLOWING AFTER "grubbing" IN THE FIRST PARAGRAPH:*

"including the demolishing and disposal of structures, shelters, dwellings and out-buildings within the new road reserve".

*ADD THE FOLLOWING:*

"This section also covers the removal of boulders adjacent to the top of cuts."

### **B1702 DESCRIPTION OF WORK**

#### **(a) Clearing**

*ADD THE FOLLOWING TO THE THIRD PARAGRAPH:*

"Boulders exceeding 0,15 m<sup>3</sup> in volume adjacent to the tops of cuts within the road reserve that are considered by the engineer to be unstable, shall be removed by the contractor and disposed of at approved dumping sites provided by the contractor."

*ADD THE FOLLOWING SUBCLAUSE:*

#### **"(e) Clearing household refuse from the road reserve**

Where household refuse has been deposited within the road reserve, it shall be removed to approved dumping sites provided by the contractor."

### **B1703 EXECUTION OF WORK**

#### **(e) Cleaning out of hydraulic structures**

*ADD THE FOLLOWING:*

"The cleaning of hydraulic structures shall involve the removal of all undesirable materials such as earth, sand, gravel, stones and mud until the structures are completely clean, and the debris is disposed of at approved dumping sites

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **B1704 MEASUREMENT AND PAYMENT**

### **Item**

#### **B17.01 Clearing and grubbing**

*REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:*

"The tendered rates shall include full compensation for all work necessary for the clearing and grubbing of the surface, the demolishing and disposal of structures, shelters, dwellings and out-buildings, the removal of all vegetation, shrubs, trees and tree stumps (except large trees and stumps as defined in item 17.02), cutting of branches, backfilling of cavities, the removal, transporting (including all haul) and disposal of material at approved dumping sites provided by the contractor, and all additional costs incurred to clear and grub the surfaces to the engineer's satisfaction.

Clearing and grubbing of borrow areas will only be measured and paid for in the cases specified in clause 3104(b)."

*ADD THE FOLLOWING ITEMS:*

### **Item**

### **Unit**

#### **B17.09 Demolition and disposal of structures**

(description of structure and km distance  
to be given) .....

lump sum

The tendered lump sum for each structure shall include full compensation for the complete demolition of the structure (including foundations to 0,5 m below natural ground level) and the transportation (including all haul) and disposal of all debris at approved dumping sites provided by the contractor.

### **Item**

### **Unit**

#### **B17.11 Removal of household refuse from the**

**road reserve** ..... cubic metre (m<sup>3</sup>)

The unit of measurement shall be the cubic metre of household refuse removed from the road reserve as instructed by the engineer. The volume of refuse removed shall be taken to be the equivalent of 70% of the loose volume of the haul vehicles.

The tendered rate shall include full compensation for loading, transporting (including all haul), unloading and disposing of the material at approved dumping sites provided by the contractor.

### **Item**

### **Unit**

#### **B17.12 Cleaning existing drainage systems and structures**

.....lump sum

The tendered lump sum shall include full compensation for all work required for removing all undesirable materials from the drainage systems and structures, and transporting (including all haul) and disposing of these materials at approved dumping sites provided by the contractor, as well as all additional costs (eg for flushing, if necessary) incurred to clean the drainage systems and structures to the engineer's satisfaction."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **SECTION B1800: DAYWORKS**

ADD THE FOLLOWING NEW SECTION

### **“SECTION B1800 : DAYWORKS**

#### **CONTENTS**

B1801	SCOPE
B1802	ORDERING OF DAYWORK
B1803	MEASUREMENT AND PAYMENT

#### **B1801 SCOPE**

This section covers the listing of daywork items in accordance with the Conditions of Contract, determining payment for work which cannot be quantified in specific units in the bill/schedule of quantities/pricing schedule, or for work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the bill/schedule of quantities/pricing schedule.

#### **B1802 ORDERING OF DAYWORK**

No daywork shall be undertaken unless written authorisation has been obtained from the engineer.

#### **B1803 MEASUREMENT AND PAYMENT**

Item	Unit
<b>B18.01 Personnel during normal working hours:</b>	
(a) Unskilled labour .....	hour (h)
<b>Item B18.01 (cont)</b>	<b>Unit</b>
(b) Semi-skilled labour .....	hour (h)
(c) Skilled labour .....	hour (h)
(d) Ganger .....	hour (h)
(e) Flagmen .....	hour (h)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>Item</b>		<b>Unit</b>
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**B18.02 Personnel outside normal working hours:**

- |       |  |          |
|-------|--|----------|
| (a)   | Outside normal working hours and on Saturdays: |          |
| (i)   | Unskilled labour .....                         | hour (h) |
| (ii)  | Semi-skilled labour .....                      | hour (h) |
| (iii) | Skilled labour .....                           | hour (h) |
| (iv)  | Ganger .....                                   | hour (h) |
| (v)   | Flagmen .....                                  | hour (h) |
| (b)   | Sundays and public holidays:                   |          |
| (i)   | Unskilled labour .....                         | hour (h) |
| (ii)  | Semi-skilled labour .....                      | hour (h) |
| (iii) | Skilled labour .....                           | hour (h) |
| (iv)  | Ganger .....                                   | hour (h) |
| (v)   | Flagmen .....                                  | hour (h) |

<b>Item</b>		<b>Unit</b>
-------------	--	-------------

**B18.03 Equipment/Plant:**

- |     |               |          |
|-----|---------------|----------|
| (a) | Specify ..... | hour (h) |
|-----|---------------|----------|

<b>Item</b>		<b>Unit</b>
-------------	--	-------------

**B18.04 Materials:**

- |     |   |                        |
|-----|---|------------------------|
| (a) | Procurement of materials .....  | Provisional (Prov) Sum |
| (b) | Contractor's handling costs, profit and all other charges in respect of subitem B18.04(a) ..... | percentage (%)         |

<b>Item</b>		<b>Unit</b>
-------------	--	-------------

**B18.05 Transport:**

- |     |                     |                |
|-----|---------------------|----------------|
| (a) | LDV .....           | kilometre (km) |
| (b) | Flatbed truck ..... | kilometre (km) |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of equipment/plant or personnel. Non-working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant/equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is available in the bill/schedule of quantities/ pricing schedule. Prior to the commencement of any work by the personnel described under items B18.01 and B18.02, the contractor must obtain written consent from the engineer regarding the classification of all labourers in terms of 'unskilled', 'semi-skilled' and 'skilled' personnel.

The tendered rates for labour for items B18.01 and B18.02 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores and for all administrative, supervisory, operative and contingent costs relating to the supply of personnel.

The tendered rates for plant for item B18.03 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles, plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost and profit relating to the running of the Plant.

The unit of measurement for subitem B18.04(a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the Conditions of Contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for.

The percentage tendered for subitem B18.04(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B18.04(a) and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.05 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the engineer.

The tendered rate for item B18.05 shall include full compensation for the cost of the vehicle including fuel, maintenance, depreciation and running costs.

The above-mentioned tendered rates shall be in full compensation for the various items as specified and no further profit shall be paid."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**COLTO SERIES 2000: DRAINAGE**

**SECTION B2200: PREFABRICATED CULVERTS**

**B2203 MATERIALS**

*ADD THE FOLLOWING:*

"Numbered precast culverts to be constructed in accordance with this section of the specifications are measured and paid for under Schedule B: Structures of the bill/ schedule of quantities or pricing schedule."

*ADD THE FOLLOWING NEW SUB ITEM:*

(J) All bricks shall be of type NFX with a minimum compressive strength of 14MPa. These bricks shall be used with class 2 mortar.

**B2204 CONSTRUCTION METHODS**

*ADD THE FOLLOWING:*

"Culverts shall be installed by the 'trench method'.

When instructed by the engineer, measures shall be taken to reduce the effect of unsuitable material at the positions of prefabricated culverts. This will entail the additional excavation of a minimum of 1 m of in-situ material to a minimum width of 4 m, the even chamfering of the sides of the excavation to a grade of 1:4 and backfilling the excavation with imported fill material with at least G10 quality compacted to 90% of modified AASHTO density. Additional excavation as described above will be paid for under item 33.07. Backfilling of the excavation will be measured and paid for under item 33.01."

**B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD**

**(a) Depth of excavation**

*ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE FIRST PARAGRAPH:*

"The maximum overall depth of the trench shall, however, not exceed 2,0 m."

**B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS**

**(a) Concrete pipe culverts**

*ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:*

"When instructed by the engineer or when measures are required to reduce the effect of unsuitable material below culverts, the pipe joints shall be sealed with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material glued symmetrically around the joint, using an adhesive recommended by the manufacturer of Bituthene. A 150 mm wide strip of adhesive shall be applied to the edges of the Bituthene. An overlap of 150 mm shall be provided and the two layers of Bituthene at the overlap shall be glued together over the full area of 150 mm x 500 mm."

**(i) Class A bedding**



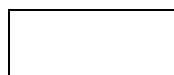
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



*ADD THE FOLLOWING:*

"12 mm thick Flexcell or an approved equivalent material shall be placed in the concrete bedding below all pipe joints."

**(b) Portal and rectangular culverts**

(iii) Placing the portal portions of culverts

*ADD THE FOLLOWING:*

"When instructed by the engineer or when measures are required to reduce the effect of unsuitable material below culverts, the culvert joints shall be sealed with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material glued symmetrically around the joint, using an adhesive recommended by the manufacturer of Bituthene. A 150 mm wide strip of adhesive shall be applied to the edges of the Bituthene."

**(f) General**

*ADD THE FOLLOWING:*

"Where the grade of the culvert is such that it would require a trench deeper than 2,0 m, the culvert shall be constructed in stages as the fill progresses. The construction shall normally begin at the outlet or downstream end of the culvert and backfilling shall be done in horizontal layers starting at the lower end."

No additional payment will be made under section 3300 or under this section for constructing the fill or culverts in stages as described above."

**B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES**

*REPLACE THE HEADING AND FIRST PARAGRAPH WITH THE FOLLOWING:*

**"B2212 INLET AND OUTLET STRUCTURES, CATCHPITS, MANHOLES AND SKEW-END PIECES FOR PORTAL AND RECTANGULAR CULVERTS**

Inlet and outlet structures for prefabricated culverts, catchpits, manholes, and skew-end pieces for portal and rectangular culverts shall be constructed in accordance with the details on the drawings."

**(i) Prefabricated energy dissipators in outlet structures**

*REPLACE THE PARAGRAPH WITH THE FOLLOWING:*

"When shown on the drawings or instructed by the engineer, the contractor shall supply and install prefabricated reinforced-concrete blocks in outlet structures. The blocks shall be Class 20/19 concrete manufactured to the dimensions shown on the drawings or listed in the bill/schedule of quantities/pricing schedule. All concrete work shall comply with the requirements of Series 6000."

*ADD THE FOLLOWING SUBCLAUSES:*

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**"(j) Prefabricated concrete cover slabs for kerb inlets**

Prefabricated reinforced-concrete cover slabs for kerb inlets, complete with steel supporting structures, shall be manufactured and installed in accordance with the details on the drawings. All concrete work shall comply with the requirements of Series 6000.

**(k) Building in pipework**

Pipework shall be built into concrete as shown on the drawings. The pipework shall be set into exact position in the shutters before the concrete is placed and the concrete thoroughly compacted and worked around the pipework. Alternatively, at the discretion of the engineer and at no extra cost, unless specifically provided for in the bill/schedule of quantities/pricing schedule, holes may be left or formed in the concrete into which the pipework shall be set, whereupon the space around the pipework shall be caulked with concrete having just sufficient water to ensure water tightness and thereafter the caulking shall be properly cured.

The joint between the old and fresh concrete shall be made in accordance with clause 6408: Construction joints.

Where pipes enter brickwork they shall be caulked into the wall and rendered with mortar.

**(l) Manholes for Telkom**

Manholes required for Telkom shall be for jointing, pulling or for change of direction and shall be constructed in accordance with the details shown on the drawings. As these manholes generally finish somewhere in the layerworks of the pavement, these layerworks shall first be constructed to the level of the top of the manhole roof slab. Excavation for the manhole shall then be carried out as neatly as possible, the manhole constructed and the minimal backfill space filled with either soil cement for brick walls or combined with the concrete if the walls are concrete. Finally, once all structural concrete has attained its design strength, the overlying layerworks shall be constructed, then the manhole shaft/opening constructed so that the cover is completely flush with the adjacent asphalt surfacing.

The contractor shall allow in his programme for a suitable delay in the layerworks while the various Telkom manholes are being constructed."

**B2215 SERVICE DUCTS**

*REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:*

"The end of each duct shall be marked with a 300 mm x 300 mm x 100 mm Class 20/19 concrete marker block. A 200 mm x 100 mm galvanized steel or aluminium plate with the size, number and depth of pipes stamped on the surface shall be affixed to the top of the marker block. Each duct marker shall be at least 50 mm proud of the finished surface level."

*ADD THE FOLLOWING TO THE SEVENTH PARAGRAPH:*

"The Telkom uPVC ducts for the optical fibre cable are required to be placed in special bedding, padding and backfilling as specified in clause B2219."

*ADD THE FOLLOWING NEW CLAUSES:*

**"B2219 TELKOM DUCTS FOR OPTICAL CABLES**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



- (a) This clause specifies the characteristics, testing and installation of bedding, padding and backfilling material for Telkom uPVC ducts.

The following conditions apply:

Bedding : The material constituting the even floor of an excavated trench onto which a pipe or a bank of pipes are laid being either undisturbed in-situ material or an imported layer of suitable material as specified hereinafter.

Padding : The material installed around and/or between pipes up to a level of at least 150 mm above the pipe or bank of pipes: The padding material must be 150 mm below and to the sides of ducts.

Backfilling : The material installed above the padding material layer to complete the refilling of an excavated trench.

- (b) Bedding, padding and backfill material shall be installed with a moisture content as near to optimum as possible to ensure that optimum compaction is achieved. The engineer may, if he considers it necessary, direct the contractor to carry out tests, which the engineer shall specify, to determine the optimum and actual moisture content of any material being used. Should the results of such tests require it, the engineer may direct the contractor to add water to material which is too dry or to dispose of material which is too moist or import suitable material.

- (c) Under no circumstances shall material, which is saturated with water, be used for bedding, padding and backfill.

- (d) The contractor shall pay particular attention to the proper compaction of bedding, padding and backfilling material.

A higher standard of compaction effort will be insisted upon in all cases where fine materials are approved as bedding and padding.

- (e) The bedding shall cover the full width of the trench in a uniform layer of the required thickness and shall be compacted by means of one pass by a vibratory plate compactor.

- (f) Care must be taken to ensure that the ducts are completely surrounded by the padding material.

On completion of the placement of the padding material, the top surface shall be compacted by means of one pass by a vibratory plate compactor.

- (g) The compaction of backfill shall be by means of a vibratory plate compactor.

- (h) During the compaction of padding and backfill material, the contractor shall exercise due care to ensure that pipes and pipe joints are not disturbed or damaged in any way.

The material to be used for the bedding and padding shall be coarse-grade crushed stone as specified in clause 2104(a) of the standard specifications.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ie The crushed stone shall be graded crushed stone conforming to the following grading requirements:

Sieve size	% Passing
26,5 mm sieve	100%
13,2 mm	60 - 85%
6,7 mm	Minimum 15%
2,36 mm	Maximum 15%

**Note:** The following items will be supplied by Telkom and delivered to site:

- (i) uPVC pipes
- (ii) copper earth conductor wires
- (iii) danger tape conductor

The contractor must inform Telkom at least three weeks before the pipes are required for installation.

- (i) Where directed by the engineer, copper earth conductors shall be installed. Joints in conductors shall be by means of approved clamps.
- (ii) Where indicated on the drawings, ducts shall be protected with precast concrete slabs.

## **B2218 MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
-------------	-------------

### **B22.02 Backfilling:**

*REPLACE THE DESCRIPTION OF SUBITEM 22.02(c) WITH THE FOLLOWING:*

"(c) Extra over subitems B22.02(a) and (b) for soil cement (soilcrete) backfilling (percentage of cement indicated)"

*ADD THE FOLLOWING SUBITEMS:*

"(d) Special backfilling for Telkom optical fibre, uPVC ducts all as specified ..... cubic metre (m<sup>3</sup>)

(e) Special bedding and padding for Telkom optical fibre uPVC pipes as specified ..... cubic metre (m<sup>3</sup>)

(f) Installation of earth wire in backfilling (including jointing) and danger tape as supplied by Telkom ..... metre (m)"

*ADD THE FOLLOWING PARAGRAPHS:*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



"The payment shall also apply to backfill adjacent to and over corrugated metal arch culverts. The quantity shall be calculated in accordance with the details of backfilling as indicated on the drawings.

The tendered rate shall include full compensation for all additional work necessitated by working in the confined area, special equipment required to achieve the specified compaction and the material as described in clause B2211."

**Item**

**B22.03 Concrete pipe culverts**

*ADD THE FOLLOWING TO THE SECOND PARAGRAPH:*

"The tendered rates shall also include full compensation for supplying and installing Flexcell or an approved equivalent material in the concrete bedding below pipe joints."

B22.05

*REPLACE ITEM 22.26 WITH THE FOLLOWING:*

<b>"Item</b>	<b>Unit</b>
--------------	-------------

**B22.26 Hand excavation:**

- |      |  |                               |
|------|--|-------------------------------|
| (a)  | To determine the positions of existing services: |                               |
| (i)  | In roads.....                                    | cubic metre (m <sup>3</sup> ) |
| (ii) | In all other areas .....                         | cubic metre (m <sup>3</sup> ) |

<b>Item</b>	<b>Unit</b>
<b>B22.26</b>	
(cont)	

- |     |  |                               |
|-----|--|-------------------------------|
| (b) | To expose existing services to 0,6 m on either side of the service ..... | cubic metre (m <sup>3</sup> ) |
|-----|--|-------------------------------|

The unit of measurement shall be the cubic metre of material excavated within the lengths and widths authorised by the engineer and the depth required to expose the service. Excavation in excess of the authorised dimensions will not be measured for payment.

The tendered rates shall include full compensation for all excavation, backfilling, compacting to 90% of modified AASHTO density, disposing of surplus excavated material, demarcating excavations with approved safety tape, keeping the excavations safe, dealing with surface or subsurface water, taking special care to ensure that services are not damaged in any way, and all other operations required to complete the work. The tendered rates shall also include for transporting surplus excavated material for a free-haul distance of 1,0 km.

No distinction will be made between hard and soft materials, nor will distinctions be made between the various types of service to be exposed or the depths to which excavations are taken.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



When instructed by the engineer, the reinstatement of the pavement layers, surfacing and kerbing will be measured for payment under item 22.27.

NB The contractor shall supply adequate supervision of labourers excavating to expose services. Damage to a service caused by the contractor shall be repaired at his expense, to the satisfaction of the owner of the service and the engineer."

**ADD THE FOLLOWING ITEMS:**

<b>"Item</b>	<b>Unit</b>
<b>B22.29      Waterproofing of prefabricated culvert joints with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material .....</b>	<b>metre (m)</b>

The unit of measurement shall be the metre of 500 mm wide strips of Bituthene 3000 or an approved equivalent material glued over the joints. The specified 150 mm overlap will also be measured for payment.

The tendered rate shall include full compensation for procuring, furnishing, installing and glueing the Bituthene strip, including the adhesive, as specified.

<b>Item</b>	<b>Unit</b>
<b>B22.30      Breaking into existing drainage structures and building in pipes of the following diameter (pipe diameter to be stated).....</b>	<b>number (No)</b>

The unit of measurement shall be the number of each size of pipe built into existing drainage structures in accordance with the details on the drawings or as instructed by the engineer.

The tendered rates shall include full compensation for supplying all labour, constructional plant and materials required, for all excavation, breaking into existing drainage structures, building pipes into the newly formed accesses, sealing around the pipes and making the joints watertight, breaking out existing benching and channelling where required and reconstructing them complete with granolithic rendering to suit the new pipe arrangement, backfilling and compacting to 90% of modified AASHTO density, transporting (including all haul) and disposing of all surplus excavated material and debris to approved dumping sites provided by the contractor, and dealing with the flows in the existing structures.

No distinction will be made between different types of structure.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





Item	Unit
<b>B22.31 Breaking into existing stormwater pipes of the following sizes to construct new drainage structures</b> (pipe diameter to be stated) .....	number (No)

The unit of measurement shall be the number of each size of pipe which is broken into to construct a new drainage structure.

The tendered rates shall include full compensation for supplying all labour, constructional plant and materials required, for breaking into the existing pipes, transporting (including all haul) and disposing of the debris at approved dumping sites provided by the contractor, dealing with the flow in the existing pipes during breaking into the pipes and during construction of the drainage structures, and for all additional costs incurred when building new drainage structures around existing pipes. The drainage structures are measured for payment under other items.

Item	Unit
<b>B22.32 Collecting and installing Rand Water manhole covers and frames</b> .....	number (No)

The unit of measurement shall be the number of manhole covers and frames collected from Rand Water and installed complete as instructed by the engineer.

The tendered rate shall include full compensation for collecting the manhole covers and frames from Rand Water, for storing and transporting these materials, and for all labour, constructional plant and materials required to install the manhole covers and frames complete in accordance with the details on the drawings.

- (b) (Size and type indicated) with a 450 mm x 900 mm eccentric opening in the roof, with starter bars on perimeter of opening complete as shown on the drawings ..... number (No)
- (c) (Size and type indicated) with skew ends as shown for Units A and B on drawing (drawing number) ..... number (No)
- (d) (Size and type indicated) (length indicated) in length ..... number (No)

The unit of measurement shall be the number of each type and size of special prefabricated reinforced concrete unit provided and installed.

The tendered rates shall include full compensation for providing, testing, loading, transporting, off-loading, installing, laying and joining the units, complete as specified and in accordance with the details shown on the drawings.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



<b>Item</b>		<b>Unit</b>
<b>B22.36</b>	<b>Precast concrete protection slabs</b> (describe)..... number (No)	

The unit of measurement shall be the number of slabs of each type as shown on the drawings or as instructed by the engineer.

The tendered rate shall include full compensation for supplying and laying the slabs complete as shown on the drawings.

<b>Item</b>		<b>Unit</b>
<b>B22.37</b>	<b>Service duct markers</b> ..... number (No)	

The unit of measurement shall be the number of service duct markers provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all the labour and material, 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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**SECTION B2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND  
CONCRETE LINING FOR OPEN DRAINS**

**B2301 SCOPE**

*ADD THE FOLLOWING TO THIS CLAUSE:*

"This section also covers the replacement of damaged concrete kerbing, channelling and lining."

**B2304 CONSTRUCTION**

**(b) Prefabricated concrete kerbing and channelling**

*ADD THE FOLLOWING:*

"A 10 mm wide joint formed in inert filler shall be provided every 20 metres through the kerbing and channelling. The colour of the filler shall match the colour of the kerbing.

Curved kerbing of radius less than one metre shall be cast in situ. Units for curved kerbing of radius greater than 1 m up to 4 m shall be of nominal length 0,3 m. Units for curved kerbing of radius greater than 4 m up to 20 m shall be of nominal length 0,5 m. Units for radius exceeding 20 m shall be of nominal length 1 m. Any associated channelling shall also comply with the above requirements."

The cast insitu concrete support behind the kerbs must be continuous and can be interrupted every 2m with a 10mm wide construction joint.

**(e) Cast in situ kerbs and channels**

*ADD THE FOLLOWING:*

"Cast in situ kerbs, channels and edge beams shall be provided with a contraction joint every 2 m and an expansion joint every 20 m. The contact area of the contraction joint shall be painted with two coats of bitumen. Alternatively, joints may be cut and finished to a depth of 50 mm. The expansion joint shall consist of 12 mm thick Flexcell or an approved equivalent placed between adjoining concrete sections. The top part of the joint shall be sealed with a 12 mm x 12 mm silicone sealant. All joints shall be provided for the full depth of the concrete."

**(g) Concrete-lined open drains**

*ADD THE FOLLOWING:*

"When instructed by the engineer, the surfaces on which concrete lining is to be cast shall be sprayed with invert bituminous emulsion as soon as possible after the excavations have been trimmed. The sprayed surfaces shall be maintained until the concrete lining is cast. The nominal rate of application of the emulsion shall be 0,5 litre/m<sup>2</sup> unless otherwise instructed by the engineer. The tolerance in the rate of application shall be  $\pm 5\%$  of the specified rate."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**(k) Cutting existing bituminous surfacing and pavement layers**

*REPLACE THE PARAGRAPH WITH THE FOLLOWING:*

"Where the engineer instructs kerbing, edge beams, channelling or concrete-lined drains to be constructed against existing bituminous surfacing and pavement layers, the full depth of the bituminous surfacing and pavement layers shall be accurately cut with a mechanical saw to the required line and level before the kerbing, edge beams, channelling or concrete-lined drain is constructed. The cut edge shall be vertical for kerbing, edge beams, concrete-lined drains and channelling. The concrete shall be placed directly against the cut edge without formwork. All material outside the cut edge shall be removed to the required depth before the concrete is placed, and the debris shall be disposed of at approved dumping sites provided by the contractor. The bituminous surfacing shall be protected and kept clean to the engineer's satisfaction."

*ADD THE FOLLOWING SUBCLAUSE:*

**"(l) Removal of existing kerb and channel**

Where shown on the drawings and/or indicated by the engineer, the existing kerb and channel shall be removed and transported to spoil as directed."

**B2307 MEASUREMENT AND PAYMENT**

*REPLACE THE DESCRIPTION OF ITEM 23.01 WITH THE FOLLOWING:*

<b>"Item</b>	<b>Unit</b>
<b>B23.01 Concrete kerbing, straight and curved including joints</b> (class of concrete indicated for in situ concrete) .....	metre (m)"

*ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:*

"The tendered rates shall also include full compensation for the construction of expansion and construction joints as specified. The rate shall also include continues backing and bedding."

*REPLACE THE DESCRIPTION OF ITEM 23.02 WITH THE FOLLOWING:*

<b>"Item</b>	<b>Unit</b>
<b>B23.02 Concrete kerbing-channelling combination, straight and curved, including joints</b> (class of concrete indicated for cast in situ concrete):	
(a) (Description of type with reference to drawing) .....	metre (m)
(b) (Etc for other types) .....	metre (m)"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



REPLACE THE DESCRIPTION OF ITEM 23.06 WITH THE FOLLOWING:

"Item	Unit
<b>B23.06</b> <b>Inlet, outlet, ramps and similar Structures (measured by components):</b>	

Item

**B23.07      Trimming of excavations for concrete-lined open drains**

*IN THE SECOND PARAGRAPH, COMMENCING WITH "The tendered rates shall ....", DELETE IN THE FIFTH, SIXTH AND SEVENTH LINES THE FOLLOWING WORDS "including removing unsuitable ground and backfilling with suitable material."*

REPLACE ITEM 23.14 WITH THE FOLLOWING:

"Item	Unit
<b>B23.14</b> <b>Cutting bituminous surfacing and pavement layers for concrete kerbing, edge beams, channelling or concrete-lined drains:</b>	

- (a)      Depth up to 50 mm .....metre (m)
- (b)      Depth exceeding 50 mm but not exceeding 100 mm .....metre (m)
- (c)      Depth exceeding 100 mm but not exceeding 150 mm .....metre (m)
- (d)      Depth exceeding 150 mm but not exceeding 200 mm .....metre (m)

The unit of measurement shall be the metre of bituminous surfacing and pavement layers in each overall depth category cut as instructed by the engineer. The various layers will not be measured separately for payment.

The tendered rates shall include full compensation for all labour, constructional plant and materials required for cutting the surfacing and pavement layers to the required depth, removing, transporting (including all haul) and disposing of the debris at approved dumping sites provided by the contractor, and protecting and keeping the surfacing clean, all as specified."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



REPLACE THE DESCRIPTION OF ITEM 23.15 WITH THE FOLLOWING:

"Item"	Unit
<b>B23.15 Precast concrete blocks in outlet structures</b> (indicate class of concrete and size), <b>complete</b> <b>as shown on the drawings</b> .....number (No)"	

ADD THE FOLLOWING:

"The tendered rate shall include full compensation for procuring, furnishing and installing the precast concrete blocks as specified."

ADD THE FOLLOWING ITEMS:

"Item"	Unit
<b>B23.16 Spraying trimmed surfaces of excavations</b> <b>for concrete-lined open drains with invert</b> <b>bituminous emulsion (MSP 1 or approved</b> <b>equivalent)</b> ..... litre	

The unit of measurement shall be the litre of approved emulsion applied to the trimmed surfaces of excavations, calculated in accordance with the required application rate and the net area to be sprayed as instructed by the engineer.

The tendered rate shall include full compensation for procuring, furnishing and spraying the emulsion and maintaining the sprayed surface until the concrete is placed. No payment will be made for emulsion applied in excess of the rate of application ordered plus the tolerance allowed.

Item	Unit
<b>B 23.17 and 23.18 Removing existing kerbing and concrete channel</b>	
<b>(a) Removing existing kerbing</b> ..... metre (m)	
<b>(b) Removing existing concrete channel</b> ..... metre (m)	

The unit of measurement shall be the metre of existing concrete kerbing and channel removed, measured along the front face of the kerb or channel.

The tendered rate shall include full compensation for the necessary excavation and removal of existing kerbing or channel (irrespective of type), transporting (including all haul) and disposing of the debris at approved dumping sites provided by the contractor.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Item	Unit
<b>B23.19      Removal of unsuitable material and replacement with "selected" quality material in excavations for concrete-lined open drains .....</b>	<b>cubic metre (m³)</b>

The unit of measurement shall be the cubic metre of material in place after compaction. The quantity shall be calculated from the leading dimensions of the backfilling as specified or as authorised by the engineer.

If excavations were carried out in excess of the dimensions authorised by the engineer, the quantity of backfilling will nevertheless be based on the authorised dimensions.

The tendered rates shall include full compensation for the excavation and removal of the unsuitable material including a free-haul distance of 1,0 km and replaced with "selected" quality material including full compensation for the supply and compaction of the material from approved sources including a free haul of 1 km."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**COLTO SERIES 3000: EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE**

**SECTION B3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIALS FROM  
BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND  
PLACING AND COMPACTING THE GRAVEL LAYERS**

**B3203 STOCKPILING THE MATERIAL**

*IN THE THIRD PARAGRAPH, REPLACE THE SECOND AND THIRD SENTENCES WITH:*

"Before any stockpiling may be done the area shall be cleared of topsoil to a sufficient depth that will subsequently allow for the complete rehabilitation of the site with a cover of topsoil that does not exceed 100 mm in depth and is not less than 75 mm in depth. If there is insufficient topsoil; the contractor shall acquire whatever balance is needed to rehabilitate the area at his own cost. No make-up topsoil shall be taken from the road reserve. The topsoil shall be stored in an area that shall not be affected by construction activities nor impede the natural flow of water. The topsoil so windrowed or stockpiled and its surrounds shall be kept free of all undesirable vegetation (refer to subclause 5807(e)). The contractor shall not commence his stockpiling activities without prior written approval from the Engineer that the site has been adequately prepared.

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

**B3205 CRUSHING AND SCREENING**

*ADD TO THE FIRST PARAGRAPH THE FOLLOWING:*

"The crushing of material shall only take place on the written instructions of the engineer."

**B3206 CONTROLLING THE MOISTURE CONTENT OF MATERIALS**

*ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:*

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

**B3208 PLACING AND COMPACTING THE MATERIAL IN LAYER THICKNESSES OF 200 mm AND  
LESS AFTER COMPACTION**

(a) **Spraying and mixing**

(i) General requirements

*ADD THE FOLLOWING TO THE SECOND PARAGRAPH:*

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## **SECTION B3300: MASS EARTHWORKS**

### **B3302 MATERIALS**

#### **(b) Fill**

*ADD THE FOLLOWING TO SUBITEM (iv):*

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

### **B3305 TREATING THE ROADBED**

#### **(a) Removing unsuitable material**

*REPLACE "or" IN THE EIGHTH LINE OF THE THIRD PARAGRAPH WITH "and" AND ADD THE FOLLOWING:*

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

#### **(c) Preparing and compacting the roadbed**

*DELETE THE LAST SENTENCE OF THE FIRST PARAGRAPH "If necessary, roadbed .... depth of compaction." AND REPLACE AS FOLLOWS:*

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

#### **(d) In situ treatment of roadbed**

*ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:*

"Shales and mudstone shall under no circumstances be subject to the above treatment."

### **B3306 CUT AND BORROW**

#### **(a) Dimensions of cuts**

*REPLACE THE SECOND SENTENCE OF THE THIRD PARAGRAPH WITH THE FOLLOWING:*

"No additional or extra over payment will be made for widening existing or partly completed cuttings along the road. The widening of such cuttings shall be measured and paid for as 'cut and borrow to fill' (item 33.01) or 'cut to spoil' (item 33.04) as instructed by the engineer."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**(e) The temporary stockpiling of materials**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

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

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

**(f) The disposal of surplus material**

*ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:*

"Material shall be disposed of by side spoiling only on the written instructions of the engineer."

**(g) General**

*ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE SECOND PARAGRAPH:*

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

**B3307 FILLS**

**(a) General**

*ADD THE FOLLOWING:*

"Where existing embankments are to be widened, or where new embankments are to be constructed adjacent to existing embankments, the existing side slopes shall be benched as specified in subclause 3307(d) and in accordance with the details on the drawings.

In addition the material in the fill widening shall, unless otherwise instructed by the engineer, be compacted as follows:

- (i) where the thickness exceeds 1,2 m, it shall be compacted to a minimum of 93% modified AASHTO density to a depth of at least 1,2 m below the final road level;"

**(c) Constructing a pioneer layer**

*ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH:*

"Where instructed by the engineer or shown on the drawings, the pioneer layer shall be wrapped in a Grade 5 geotextile."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**(d) Benching**

*REPLACE THE FIRST SENTENCE OF THE SECOND PARAGRAPH WITH THE FOLLOWING:*

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

*ADD THE FOLLOWING:*

"In order to obtain sufficient working width for road-building equipment when the existing road fill is widened, it may be necessary to form benches that extend beyond the normal road prism or to cut back into the existing road fill or both. The contractor shall submit his proposals in this regard to the engineer for approval before proceeding with such work. The contractor will be paid in accordance with the relevant payment items for work required to obtain a working width of up to 4 m. Additional work required to provide a working width in excess of 4 m shall be at the contractor's expense."

**(i) Widening of fills**

*REPLACE THE FIRST SENTENCE OF THE EIGHTH PARAGRAPH WITH THE FOLLOWING:*

"No additional or extra over payment will be made for widening of existing fills along the road. The widening of fills shall be measured and paid for under items B33.01 and B33.20 as instructed by the engineer."

*ADD THE FOLLOWING SUBCLAUSES:*

**"(k) Constructing a coarse fill layer**

Coarse fill (so-called pioneer/rock fill layer as indicated on the drawings) shall consist of material which conforms with G10 specifications as per TRH 14: table 13 and shall be compacted to 90% of modified AASHTO density. The coarse fill shall be constructed to a specified thickness as indicated on the drawings.

**(l) Construction of fabric-reinforced fill**

The fabric used shall be Grade 3 or approved equivalent and the fill (placed and compacted over the length of the fabric, perpendicular to the face of the fill), shall be weathered sandstone. The fabric shall be folded over at 300 mm vertical intervals as shown on the drawings. The edge of the fill shall be satisfactorily shored or supported to enable compaction to be achieved."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **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 eg 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."

## **B3310 CONSTRUCTION TOLERANCES**

*ADD THE FOLLOWING SUBCLAUSE:*

### **"(c) Layer thicknesses**

The thickness tolerances referred to in clauses 8205 and 8305 for the 150 mm natural gravel fill layer compacted to 93% of modified AASHTO density, shall be as follows:

	D <sub>90</sub>	D <sub>max</sub>	D <sub>average</sub>
Fill layer	30 mm	40 mm	10 mm"

## **B3312 MEASUREMENT AND PAYMENT**

### **General directions**

#### **(3) Work in restricted areas**

*DELETE THE CONTENTS OF THIS SUBCLAUSE AND REPLACE IT WITH THE FOLLOWING:*

"No additional or extra over payment will be made for work in restricted or confined areas."

<b>Item</b>	<b>Unit</b>
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### **B33.01 Cut and borrow to fill, including all haul"**

*ADD THE FOLLOWING SUBITEM:*

"(g) Coarse fill (so-called pioneer/rock fill as specified in subclause B3307(k)) compacted to 90% of modified AASHTO density ..... cubic metre (m<sup>3</sup>)"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



*REPLACE THE FIFTH MEASUREMENT AND PAYMENT PARAGRAPH WITH THE FOLLOWING:*

"The tendered rates shall include full compensation for procuring, furnishing and placing the material, including excavating as if in soft excavation, the cutting of benches, the transporting of material over the haul distance, for preparing, processing, shaping, watering, mixing, and compacting the materials to the densities or in the manner specified herein and for removing and disposing of up to 5% oversize material from the road after processing, including all haul."

**Item**

**B33.04 Cut to spoil, including all haul.  
Material obtained from:"**

*ADD THE FOLLOWING TO THE FOURTH PARAGRAPH:*

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

*REPLACE THE FOURTH MEASUREMENT AND PAYMENT PARAGRAPH WITH THE FOLLOWING:*

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

**(a) (i) soft excavation**

*Add the following to the last paragraph*

All material that requires drilling and the use of mechanical breakers will be considered to be soft excavation. Included under soft excavation are all materials which can be efficiently ripped by a bulldozer with a mass of at least 35 tons when fitted a single tine ripper and an engine developing approximately 220 kW at the flywheel.

**(a) (ii) intermediate excavation**

Delete this clause. No intermediate excavation will be considered. All intermediate material excavation will be considered under soft excavation (a) (i). No separate payment will be made for this item.

**(a) (iii) hard excavation**

*Replace the first paragraph with the following*

Hard excavation shall be excavation (excluding boulder excavation) in material which cannot be efficiently ripped by a bulldozer with properties equivalent to those described in subclause 3303 (a) (i)

No additional payment will be made for over-excavation of hard rock and for the backfill up to the top of the road bed level. All cost associated with such expenses are deemed to be included in the tender price.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



AMEND THE DESCRIPTION OF ITEM 33.07 AS FOLLOWS:

"Item

**B33.07      Removal of unsuitable material,  
including all haul:"**

REPLACE THE LAST SENTENCE OF THE LAST MEASUREMENT AND PAYMENT  
PARAGRAPH WITH THE FOLLOWING:

"It shall also include compensation for hauling material over the haul distance."

Item

**B33.08      Widening of cuts (extra over items 33.01, 33.02  
and 33.04)**

ADD THE FOLLOWING AT THE END OF THE LAST PARAGRAPH:

"The provisions of this item shall NOT apply to the widening of the existing road cuttings in order to  
achieve the new design cross-section."

REPLACE THE HEADING OF ITEM 33.09 WITH THE FOLLOWING:

"Item

Unit

**B33.09      Material temporarily removed and placed  
in a windrow .....cubic metre (m<sup>3</sup>)"**

REPLACE "bladed to" IN THE SECOND LINE OF THE FIRST PARAGRAPH WITH "removed and  
placed in a".

REPLACE "bladed off" IN THE FOURTH LINE OF THE FIRST PARAGRAPH WITH "removed and  
placed in a windrow".

REPLACE "bladed to" IN THE FIRST LINE OF THE THIRD PARAGRAPH WITH "removed and  
placed in a".

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **SECTION B3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**

### **B 34.01 PAVEMENT LAYERS CONSTRUCTED FROM GRAVEL TAKEN FROM CUT OR BORROW, INCLUDING ALL HAUL**

*ADD THE FOLLOWING ITEMS:*

<b>"Item</b>	<b>Unit</b>
(layer type indicated).....	cubic metre (m <sup>3</sup> )

The unit of measurement shall be the cubic metre of compacted layer and the quantity shall be calculated as for item 34.01.

The tendered rate shall include full compensation for the additional cost of procuring and furnishing the material from any approved borrow pit and for transporting the material over an unlimited free-haul distance.

### **B3402 MATERIALS**

#### **(a) General**

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:*

"Gravel material shall be obtained from approved commercial sources or approved sources provided by the contractor."

*REPLACE "and 3402/4" IN THE THIRD LINE OF THE SECOND PARAGRAPH WITH "3402/4 and 3402/5".*

*ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:*

"The wet-dry durability (table 3402/5) limits for subbase if tested according to TMH1 method A19, but using samples as prepared for the modified AASHTO method, shall be as follows:

C3: 20% maximum (modified AASHTO density briquettes)  
C4: 30% maximum (modified AASHTO density briquettes)"

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

*ADD THE FOLLOWING TO THE SECOND PARAGRAPH:*

"Natural gravel shoulder material shall comply with the requirements of a Type 1 material according to table 3402/4."

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



REPLACE TABLE 3402/5 WITH:

"TABLE B3402/5: REQUIREMENTS FOR CHEMICALLY STABILIZED LAYERS

Classification	C1	C2	C3	C4
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G6 quality
PI after treatment	Non-plastic	Non-plastic	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	6 min	4 min	1,5 min	0,75 min
ITS (kPa) *(3)	-	-	250 min	200 min
WDD (% loss)	5 max	10 max	20 max	30 max

Notes:

- \* (1) For materials derived from the basic crystalline rock group, the Plasticity Index after stabilisation shall be non-plastic.
- \* (2) Unconfined Compressive Strength @ 100% Mod. AASHTO density
- \* (3) Indirect tensile Strength @ 100% Mod. AASHTO density
- \* (4) Wet/Dry Durability according to Method B8110"

ADD THE FOLLOWING SUBCLAUSE:

**"(d) Material requirements**

When the values listed in tables 3402/1, 3402/2, 3402/3 and 3402/4 cannot be attained with the type and quantity of stabilizing agent specified in section 3500 in the project specifications and on the borrow pit plans, the engineer will authorise the contractor to vary and/or amend the quantity and possibly the type of stabilizing agent as well in order to obtain the required values."

ADD TABLE B3402/6 AFTER TABLE 3402/5:

"TABLE B3402/6: REQUIREMENTS FOR EMULSION TREATED MATERIALS

Criteria	E1	E2
Material before treatment	G1 to G3	G4 to G5
After treatment:		
- Minimum CBR @ 100% modified AASTHO density	150%	100%
- Minimum UCS @ 100% modified AASHTO density	1 200 kPa	700 kPa

44

**B3403 CONSTRUCTION**

ADD THE FOLLOWING SUBCLAUSES:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Where the in situ material or existing pavement layers are classified as suitable for new pavement layers and have to be reconstructed as prescribed by the engineer, the material or layers shall be scarified, watered and compacted to a percentage of modified AASHTO density. The density and compaction depth will be prescribed by the engineer.

When additional material has to be imported to obtain the required level and layer thickness, and when the thickness of the layer of imported material would be less than the specified layer thickness after compaction, the in situ material or existing pavement layers shall be scarified, the necessary imported material placed, and this combined material mixed and compacted to the full specified depth of the layer.

The imported material will be measured and paid for under item 34.01 and the in situ material will be measured and paid for under item B34.04.

**(g) Temporary stockpiling of material**

The contractor shall plan his activities so that materials excavated from borrow areas and cuttings or imported from commercial sources can be directly transported to and placed at the designated points.

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

This subclause does not apply to the excavation and temporary stockpiling of existing pavement layers as instructed by the engineer, in terms of subclause B3403(h), as these will be measured and paid for separately under item 32.06.

**(h) Existing asphalt base or surfacing**

Existing asphalt base or surfacing which cannot be broken down effectively to be used as part of the recovered pavement material, shall be separately excavated from the existing pavement layers and disposed of at approved dumping sites

**(i) Storing recovered pavement material**

Excavated pavement material intended for reprocessing but which cannot be reprocessed in place or cannot, in the opinion of the engineer, be placed in a windrow next to the excavation, nor directly placed in position anywhere else, shall be transported to approved stockpile or dumping sites with written permission from the engineer.

Stockpile sites for material to be recycled or reprocessed shall be located as approved by the engineer.

The stockpile site shall be cleaned, and all stones, vegetation and other materials which may cause contamination shall be removed. The site shall be graded smooth with an adequate slope to ensure proper drainage of water. If instructed by the engineer, the surface shall be watered and

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



compacted to a depth of at least 150 mm and to a density of 90% of modified AASHTO density. The compacted surface shall be firm. Upon completion, the surface shall be swept clean.

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

Upon completion of the work, the stockpile sites shall be rehabilitated in accordance with the engineer's instructions."

#### **B3405 CONSTRUCTION TOLERANCES**

##### **(a) Level**

*ADD THE FOLLOWING:*

	H90	Hmax
"Subbases and shoulders below precast concrete interlocking paving blocks .....	15 mm	20 mm

Level control for the various pavement layers shall be done at the following intervals in the longitudinal direction:

Layer	Interval
Selected layer, sub-base, shoulders and wearing course	20 m
Base	10 m

“

*ADD THE FOLLOWING AT THE END OF THE CLAUSE:*

"If a selected subcontractor lays the precast concrete interlocking block paving, the contractor shall nevertheless be responsible for ensuring that the top levels of the subbases comply with the specifications. This could entail removing high spots and filling in depressions as specified in clause B7304."

##### **(b) Layer thicknesses**

*ADD THE FOLLOWING:*

"The construction tolerances of clause 3405 shall apply to layers constructed from reprocessed material, but when a gravel layer is placed on top of an existing layer without the existing layer being trimmed to prescribed levels, the thickness tolerances of subclause (b) do not apply."

##### **(e) Cross-section**

*DELETE THE SECOND PARAGRAPH AND REPLACE WITH THE FOLLOWING:*

"The normal cross-fall of the road wearing course where the road is in a straight horizontal alignment, is specified as shown on the drawings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



At any cross-section the measured cross-fall between any two points shall be at least 2,8% and not more than 3,5%. At any cross-section the actual level at any point shall not be higher than 10 mm 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 cross-fall 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 5 m intervals on either side of the joint of the layer covering at least a 30 m length into the newly constructed section."

**B3406 QUALITY OF MATERIALS AND WORKMANSHIP**

*REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:*

"Test results and measurements will be assessed in accordance with the provisions of Section 8200/8300."

**B3407 MEASUREMENT AND PAYMENT**

*DELETE THE FIRST PARAGRAPH AND REPLACE IT WITH THE FOLLOWING:*

"No additional or extra over payment will be made for work in restricted or confined areas."

*ADD THE FOLLOWING ITEMS:*

Item	Unit
<b>B34.14</b> <b>Extra over item 34.01 for supply of natural gravel from commercial sources</b> (layer type indicated) .....	cubic metre (m <sup>3</sup> )

The unit of measurement shall be the cubic metre of compacted layer and the quantity shall be calculated as for item 34.01.

The tendered rate shall include full compensation for the additional cost of procuring and furnishing the material from commercial sources and for transporting the material over an unlimited free-haul distance.

Item	Unit
<b>B34.15</b> <b>Pavement layers constructed from gravel obtained from commercial sources or approved sources provided by the contractor, including all haul:</b>	

- (a)              Gravel selected layer from G7 material compacted to:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



- (i) 93% of modified AASHTO density  
for a compacted layer thickness  
of 150 mm ..... cubic metre (m<sup>3</sup>)
- (ii) 95% of modified AASHTO density  
for a compacted layer thickness  
of 150 mm ..... cubic metre (m<sup>3</sup>)
- (b) Gravel subbase from G5 material  
(unstabilised gravel) compacted to:
  - (i) 95% of modified AASHTO density  
for a compacted layer thickness  
of 150 mm ..... cubic metre (m<sup>3</sup>)
  - (ii) 97% of modified AASHTO density  
for a compacted layer thickness  
of 150 mm ..... cubic metre (m<sup>3</sup>)
- (c) Gravel base from G4 material  
(unstabilised gravel) compacted to:
  - (i) 98% of modified AASHTO density  
for a compacted layer thickness  
of 150 mm ..... cubic metre (m<sup>3</sup>)
  - (ii) 100% of modified AASHTO density  
for a compacted layer thickness  
of 150 mm ..... cubic metre (m<sup>3</sup>)
- (d) Gravel base from G5 material  
chemically stabilized to C4 and compacted to:
  - (i) 97% of modified AASHTO density  
for a compacted layer thickness  
of 150 mm ..... cubic metre (m<sup>3</sup>)
  - (ii) 98% of modified AASHTO density  
for a compacted layer thickness  
of 150 mm ..... cubic metre (m<sup>3</sup>)

The unit of measurement shall be the cubic metre of compacted pavement layer constructed with material obtained from commercial sources or approved sources provided by the contractor. The quantity of which shall be calculated in accordance with the authorised dimensions of each separate completed layer by the method of average end areas from levelled cross-sections prepared from the ground line prior to the construction of new pavement layers, and the final specified or authorised layer cross-section superimposed at 20 m intervals along the centre line of the road.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The tendered rates shall include full compensation for the costs of negotiations and payments of royalties, for procuring, furnishing, placing, spreading, mixing imported and in situ material if required, breaking down, shaping, watering, preparing and compacting the material, for hauling the material over an unlimited free-haul distance from the source to the point of use, for protecting and maintaining the layer and for conducting control tests, all as specified. The tendered rates shall include full compensation for blading all oversize material off the road into windrows, for loading and transporting the material for an unlimited free-haul distance to approved dumping sites provided by the contractor, and for off-loading and spreading the material, all as specified.

“SECTION B3500: STABILIZATION

#### **B3502 MATERIALS**

##### **(a) Chemical stabilizing agents**

*ADD THE FOLLOWING:*

"The stabilizing agent shall be class CEM II A-L, class 32.5 cement conforming to SABS EN 197-1, or as directed by the engineer. The nominal rate of application for tender purposes as a percentage of the mass of the material to be stabilized and compacted to the required modified AASHTO density shall be as follows:

Base : 2,0%

The engineer may instruct the contractor to amend the percentage and possibly the type of stabilizing agent if necessary after tests on the site during construction.

Enough stabilizer should be added, over and above the design value, to allow for wastage during too high preshaping levels and inaccuracies during the spreading operation."

##### **(i) Road lime**

*ADD THE FOLLOWING:*

"Road lime shall be calcium type lime."

#### **B3503 CHEMICAL STABILIZATION**

##### **(a) Preparing the layer**

*ADD THE FOLLOWING:*

"The material to be stabilized shall be spread and pre-shaped, so that a true cross-fall is obtained. The upper level of the spread material shall be such that any indentations and depressions caused by construction equipment shall be above or at final cutting level. Enough extra material must be allowed for, so that no filling whatsoever is carried out. The final operation on the base prior to final compaction will be cutting and never making up of levels."

##### **(d) Mixing in the stabilizing agent**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**ADD THE FOLLOWING:**

"The contractor shall prepare a trial section for each type of material without any extra payment to demonstrate his proposed mixing process before extensive mixing commences.

After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the engineer.

The fact that the engineer has approved the mixing process shall not relieve the contractor of his obligations in respect of the mixing specified elsewhere in the specifications. It will serve only as a guideline to ensure that the specified mixing requirements can actually be met."

**(f) Compaction**

**ADD THE FOLLOWING:**

"Where the gravel base is chemically modified with road lime to modify certain physical properties of the gravel material and not for purposes of cementation, the base shall be compacted by means of two roller passes with a heavy pneumatic roller after the stabilizing agent has been mixed in and the material watered as specified in subclauses 3503(d) and (e) respectively. After twenty-four (24) hours the base shall be loosened by ploughing to its full depth, and be shaped, compacted and finished in accordance with the specifications.

When cutting final levels, the top of the layer shall be lightly watered to reduce the risk of dragging the material and cause shear cracks. The blade of the grader shall be tilted forward to reduce the dragging effect. Under no circumstances shall material be imported from the windrow to make up for low spots or depressions caused by any construction equipment."

**(h) Curing the stabilized work**

**ADD THE FOLLOWING TO PARAGRAPH (ii):**

"The covering material shall be placed by end-tipping, and compaction of this covering layer shall be delayed until the underlying layer has cured for 7 days."

**(i) Construction limitations**

**ADD THE FOLLOWING:**

"No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7 °C or during rising temperatures when the ambient air temperature is below 3 °C.

Moisture content tests shall not be undertaken more than one day in advance of in situ stabilization operations. Care shall be taken to ensure that samples are representative of the in situ material. When wet weather occurs, checks shall be conducted between initial testing and work commencing on any section.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1 °C during the first three (3) days after stabilization. The contractor shall be responsible for taking the necessary measures in this connection, and especially to refrain from stabilizing when such temperatures become probable.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.

All stabilized layers damaged by frost or by the formation of ice in the layer shall be removed and replaced by the contractor at his own expense.

The contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered."

*IN TABLE 3503/1, DELETE "8 hours" FOR ORDINARY PORTLAND CEMENTS AND CEMENT BLENDS AND REPLACE WITH "6 hours".*

*ADD THE FOLLOWING SUBCLAUSE:*

**"(j) General**

The contractor shall at all times supply all workers exposed to chemical stabilizing or modifying agents with approved protective apparel, eyewear and masks, and no person without such apparel, eyewear and masks may be permitted to work with or be exposed to the chemical agents. Precautionary measures shall also be taken to ensure that any livestock and the public will not be exposed to the chemical agents, for instance when they are carried by the wind.

Any biscuit layers or bowls, identified by the hollow sound caused when a chain is dragged over the stabilized layer, shall be removed and repaired prior to surfacing. The repairs shall be for the account of the contractor. Before surfacing is allowed, ball penetration tests shall be carried out."

**B3510 MEASUREMENT AND PAYMENT**

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:*

"No additional or extra over payment shall be made for stabilization work in restricted or confined areas."

**Item**

**B35.01 Chemical stabilization extra over unstabilized compacted layers**

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:*

"The unit of measurement shall be the cubic metre of stabilized material, the quantity of which shall be determined in accordance with the final in-situ authorised dimensions of the layers treated as instructed by the engineer. Additional material preshaped to allow for finishing by cutting only will not be included in the measurement."

*ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:*

"The tendered rate shall also include full compensation for working in restricted areas on top of and alongside culverts where necessary."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Item**

**B35.02 Chemical stabilizing agent**

*REPLACE THE THIRD PARAGRAPH WITH THE FOLLOWING:*

"Subject to the provisions of clause 1220, the quantity of stabilizer will be determined in accordance with the authorised rate of application and layer dimensions. Extra stabilizer added for wastage and higher pre-shaping levels will not be included in the quantity."

*REPLACE ITEM 35.07 AS FOLLOWS:*

**"Item**

**Unit**

**B35.14 Extra over subitem 34.01(d) for complete modification of the gravel base as specified in subclause B3503(f) (thickness indicated)..... cubic metre (m<sup>3</sup>)**

The unit of measurement shall be the cubic metre of gravel base, the physical properties of which have been modified using road lime as specified in subclause B3503(f). The quantity will be calculated in accordance with the authorised dimensions of the base treated as instructed by the engineer.

The tendered rate shall be extra over the rate tendered for subitem 34.01(d) for constructing the unstabilized layer and shall include full compensation for the complete processing of the base as specified in subclause B3503(f).

The road lime will be paid for under item 35.02.

**Item**

**Unit**

**B35.16 Surface enrichment ..... square metre (m<sup>2</sup>)**

The unit of measurement shall be square metre of completed surface enriched area completed.

The tendered rate shall include full compensation for supplying the diluted bitumen emulsion required, the application of the diluted bitumen emulsion and the slushing of the layer using an appropriate pneumatic tyre roller."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Item	Unit
<b>B 38.01</b> <b>(b) Material to be disposed of with the average depth of excavation (Including all haul)</b> ..... square metre (m <sup>2</sup> )	

The tendered rate shall include full compensation for determining the average thickness of the layer of bituminous material to be excavated, breaking down, loading, and transporting including all haul to approved dump site.

Item	Unit
<b>B 38.01</b> <b>(b) Excavating and spoiling material from an existing pavement and / or the underlying fill including all haul)</b> ..... square metre (m <sup>2</sup> )	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**COLTO SERIES 4000: ASPHALT PAVEMENTS AND SEALS**

**SECTION B4100: PRIME COAT**

**SECTION B4200: ASPHALT BASE AND SURFACING**

**COLTO SERIES 5000: ANCILLARY ROADWORKS**

**SECTION B5600: ROAD SIGNS**

**B5602 MATERIALS**

**(a) Structural steel**

*REPLACE THE SECOND SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:*

"Channels, square tubes, angle irons and other steel members on the reverse side of the sign boards and steel tubes for sign supports shall be painted in accordance with the following specifications : SABS 926 for a two-pack zinc-rich epoxy primer, SABS 681 for the undercoat, and SABS 1413 for a chloro-rubber finishing coat."

*REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:*

"All structural steel, including tubes, shall be galvanized in accordance with the requirements of SABS 763 for type A1 or B1 articles, as applicable."

**(g) Retro-reflective material**

*IN THE FIRST SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE "and the adhesion requirements of CRS 191".*

*REPLACE THE THIRD LAST PARAGRAPH WITH THE FOLLOWING:*

"The contractor shall provide proof that Classes I and III of the retro-reflective commercial products to be used have been generally and successfully used in South Africa during the last three years.

Classes I and III retro-reflective materials shall be warranted against any abnormalities as described in SABS 1519 for 7 and 10 years respectively."

*ADD THE FOLLOWING AFTER THE SECOND LAST PARAGRAPH:*

"Should a contractor manufacture signs without the necessary approval it shall be deemed that the contractor unconditionally guarantees the sign for the full period of seven years. Should failure of the sign due to suspected incompatibility of materials (in the opinion of the engineer) occur within seven years, the contractor shall remanufacture the sign and re-erect the sign at no cost to the employer."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ADD THE FOLLOWING TO THE LAST PARAGRAPH:**

"Reflective sheeting shall be applied to sign faces strictly in accordance with the retro-reflective material manufacturer's specifications. Legend and background materials shall be supplied by the same manufacturer. Every batch of material used for signs on the contract shall be identified by a batch number. A certificate of all materials' compliance with SABS 1519 shall be submitted to the engineer within 3 months of the material being used. An outdoor weathering test will not be required."

**ADD THE FOLLOWING:**

"Retro-reflective materials shall comply with the requirements of SABS 1519 but the requirements of Clauses 3 and 4 of CKS 191 shall take precedence.

Mixing 3M Scotchlite, Kiwalite or any other approved products on the same sign will not be permitted. The contractor will also be required to produce lifespan guarantees as well as SABS approved certificates with regard to the retro-reflective material specified or tendered for.

When measured in accordance with SABS 1519, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table 1 of SABS 1519 (duplicated as table B8118/1 in these specifications).

The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the engineer, the retro-reflective material does not comply with the above requirements, the contractor shall replace the defective material at his own cost, to the satisfaction of the engineer.

When measured in accordance with SABS 1519-1, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table 1 of SABS 1519-1."

**(k) Back vinyl**

**IN THE SECOND SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE THE REST OF THE SENTENCE.**

**ADD THE FOLLOWING SUBCLAUSES:**

**"(l) Chromadek sections**

Chromadek sections shall be 1,2 mm thick and shall comply with the details on the drawings.

**(m) Temporary covers for road signs**

When required, existing road signs shall be fully or partially covered with burlap or 0,5 mm thick black plastic or other approved material to obscure destinations that are temporarily inapplicable or irrelevant. As reflective material loses its retro-reflective and adhesive qualities in poorly ventilated

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



conditions, 25 mm diameter holes spaced at maximum intervals of 300 mm shall be cut in the plastic to render it permeable.

The covers shall be neatly applied and firmly fixed in position so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic."

#### **B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**

##### **(a) Road sign boards**

*ADD THE FOLLOWING TO THE FIRST PARAGRAPH:*

"The contractor shall submit a schedule detailing the suppliers and trade names for the main constituent components in the manufacturing process.

The contractor shall also submit documentation from the manufacturer or the South African agents or distributors of the retro-reflective sheeting that will be used in the manufacturing of the road sign boards, attesting to the fact that the road signs manufacturer conforms with the storage, handling and application procedure recommended by the reflective sheeting material manufacturer."

*INSERT THE FOLLOWING AFTER THE THIRD PARAGRAPH:*

"The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the engineer, the retro-reflective material does not comply with the above requirements, the contractor shall replace the defective material at his own cost, to the satisfaction of the engineer."

##### **(i) Steel plate road sign boards**

*ADD THE FOLLOWING AS THE FOURTH PARAGRAPH:*

"Steel plate used to manufacture guidance signs shall be pre-punched by means of an automated process with 5 mm holes in a rectangular grid pattern not exceeding 150 mm c/c."

#### **B5604 ROAD SIGN FACES AND PAINTING**

##### **(b) Preparing surfaces and applying paint and retro-reflective sheeting**

*ADD THE FOLLOWING TO THE FIRST PARAGRAPH:*

"and shall conform to the requirements of TYPE A signfaces, as indicated on the drawings."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **B5606 ERECTING ROAD SIGNS**

### **(b) Excavation and backfilling**

*ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE FIRST PARAGRAPH:*

"A 300 mm thick gravel drainage layer shall be placed at the bottom of the excavations and shall be compacted before the excavations are backfilled.

The dimensions of the excavation for the drainage layers shall be over and above that for the footings as shown on the drawings."

### **(c) Erection**

*ADD THE FOLLOWING PARAGRAPHS:*

"After erection the sign board shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.

On completion of signs on the road section, the contractor shall clear an area immediately around the sign. The area shall be 10 m wide at the side closest to the road and 5 m wide at the side farthest from the road. The area so cleared shall be treated with an approved chemical growth-retarder in accordance with the supplier's application instructions.

No separate payment shall be made for the clearance, or the procurement and application of the growth retarder."

*ADD THE FOLLOWING CLAUSE:*

## **B5609 MEASUREMENT AND PAYMENT**

*ADD THE FOLLOWING ITEMS:*

<b>"Item</b>	<b>Unit</b>
<b>B56.10 Class 15/38 concrete backfill in excavations for road sign footings .....</b>	<b>cubic metre (m<sup>3</sup>)</b>

The unit of measurement shall be the cubic metre of class 15/38 concrete backfill placed in excavations for road sign footings in accordance with the details on the drawings and in Section 6400. The quantity will be calculated from the authorised dimensions of the excavations times the height of the backfill in concrete less the volume of the road sign supports. Concrete placed outside the authorised dimensions will not be measured for payment.

The tendered rate shall include full compensation for procuring, furnishing and placing the concrete backfill.

<b>Item</b>	<b>Unit</b>
<b>B56.11 Gravel drainage layer below road sign footings .....</b>	<b>cubic metre (m<sup>3</sup>)</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The unit of measurement shall be the cubic metre of compacted gravel placed below road sign footings in accordance with the details on the drawings. The quantity will be calculated from the authorised dimensions, and gravel placed outside the authorised dimensions will not be measured for payment.

The tendered rate shall include full compensation for procuring, furnishing and placing the gravel.

<b>Item</b>		<b>Unit</b>
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**B56.12 Hazard plates** (size indicated):

- |     |                         |             |
|-----|-------------------------|-------------|
| (a) | 600 mm x 600 mm .....   | number (No) |
| (b) | 600 mm x 150 mm .....   | number (No) |
| (c) | 800 mm x 200 mm .....   | number (No) |
| (d) | 1 200 mm x 300 mm ..... | number (No) |

The unit of measurement shall be the number of each size of hazard plate supplied and erected complete in accordance with the details on the drawings.

The tendered rates shall include full compensation for procuring and furnishing all materials, excavating, disposing of excavated material, erecting and painting the hazard plates and posts, and for placing and compacting the soil-crete backfilling.

<b>Item</b>		<b>Unit</b>
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**B56.13 Temporary covers for road signs** ..... square metre (m<sup>2</sup>)

The unit of measurement shall be the square metre of approved material used for effective temporary covers for road signs as instructed by the engineer, irrespective of the sizes of the road signs covered.

The tendered rate shall include full compensation for all labour, constructional plant and materials required for covering the signs, fixing the covers in position, maintaining the covers as long as they are required, and removing the covers when instructed by the engineer.

<b>Item</b>		<b>Unit</b>
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**B56.14 Dismantling and disposal of road signs:**

- |     |   |             |
|-----|---|-------------|
| (a) | Hazard marker signs .....                     | number (No) |
| (b) | Single post signs (other R and W signs) ..... | number (No) |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(c) Multiple post signs ..... number (No)

(d) Overhead-mounted road sign boards ..... number (No)

The unit of measurement shall be the number of signs removed.

The tendered rate shall include full compensation for dismantling the sign boards, removing the supports and foundations of ground-mounted signs, disposing of the material and clearing the removal site. It shall also include for all labour, plant, supervision and all other incidentals.

## **SECTION B5700: ROAD MARKINGS**

### **B5701 SCOPE**

*REPLACE "South African Road Traffic Signs Manual" IN THE SECOND PARAGRAPH WITH "SADC Road Traffic Signs Manual".*

### **B5702 MATERIALS**

#### **(a) Paint**

(i) Road-marking paint

*ADD THE FOLLOWING:*

"The commercial product supplied shall be subject to the approval by the engineer on the submission of a certificate of the SABS permitting the manufacturer to apply the SABS standardization work to the supplied product."

(ii) Retro-reflective road-marking paint

*ADD THE FOLLOWING:*

"When measured in accordance with SABS Method 1261-1998 within a period of two weeks after application, the coefficient of retro-reflected luminance,  $R_L$ , shall be at least 150 mcd/m<sup>2</sup>.lx for white markings and 100 mcd/m<sup>2</sup>.lx for yellow markings."

#### **(b) Roadstuds**

*REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:*

"All square roadstuds shall have a footprint of 100 mm x 100 mm and a height of 20 mm. Round roadstuds shall be 100 mm in diameter and 20 mm in height. Only non-metallic products with glass as reflective material shall be used. Shank roadstuds shall be used on the outside slow lane shoulders."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**B5704 MECHANICAL EQUIPMENT FOR PAINTING**

*ADD THE FOLLOWING:*

“The machine shall always operate in the direction of the traffic when applying lane markings.”

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





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**B5706**      **SETTING OUT THE ROAD MARKINGS**

*ADD THE FOLLOWING:*

"Where road markings are to be replaced after milling/overlay, it is essential that all existing road markings be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of the new road markings shall be reassessed on site by the engineer before the contractor commences with the road marking. No separate payment will be made for referencing the existing road markings and full compensation shall be included in the rate tendered for item B57.06.

For safety purposes, premarking of the final road markings shall be done on a daily basis at the end of each working shift for the construction of the final overlays."

**B5707**      **APPLYING THE PAINT**

*REPLACE THE FIRST SENTENCE OF THE LAST PARAGRAPH WITH THE FOLLOWING:*

"The final road markings shall be applied immediately after the full length of a particular construction zone has received an overlay or where, in the opinion of the engineer, the road conditions are unsafe. The contractor will not be permitted to occupy a new construction zone before the final road markings for the current construction zone have not been completed.

No separate payment will be made for establishing the road-marking team on site during the construction period, irrespective of the number of times the road-marking team is required on the site or is required to move with the site, and full compensation shall be included in the rates tendered for road marking."

**B5708**      **APPLYING THE RETRO-REFLECTIVE BEADS**

*REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:*

"The rate of application of the beads shall be such that the coefficient of retro-reflected luminance, RL, specified in sub-sub-clause B5702(a)(ii) is achieved."

*DELETE THE SECOND PARAGRAPH:*

**B5709**      **ROADSTUDS**

*ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:*

"The final road studs shall be installed immediately after the full length of a particular construction zone has received an overlay. The contractor will not be permitted to occupy a new construction zone before the final road studs for the current construction zone have not been installed."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



*REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:*

"Temporary road studs shall be installed on a daily basis on all road sections where pre-treatment work was carried out. The road studs shall be installed at the end of each working shift and installation shall be completed before opening the road to traffic. The contractor shall maintain the temporary road studs in position until the road sections are to receive the final overlay. The contractor shall remove the temporary road studs from the pre-treated road surface prior to the construction of the overlay."

*ADD THE FOLLOWING:*

"The contractor shall remove existing roadstuds from the road surface as instructed by the engineer. Wedges shall be driven in from four sides between the road surface and the roadstud that has to be removed. The contractor shall take the necessary measures to protect the road surface, the works and the safety of persons when roadstuds are removed."

**B5711 GENERAL**

*INSERT ", bituminous emulsion, slurry" INTO THE LAST SENTENCE OF THE LAST PARAGRAPH BETWEEN "black paint" AND "or chemical paint remover":*

*ADD THE FOLLOWING TO THE LAST PARAGRAPH:*

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

**B5712 FAULTY WORKMANSHIP OR MATERIALS**

*ADD THE FOLLOWING PARAGRAPH:*

"Should less than 95% of the road markings comply with the specified coefficient of retro-reflected luminance when measured in accordance with SABS Method 1261:1998 at a 5% sample level, the contractor shall repaint the works at his own cost."

*ADD THE FOLLOWING CLAUSES:*

**"B5715 TEMPORARY ROAD-MARKING TAPE**

Temporary road markings on certain sections shall be done by applying an approved proprietary brand of reflective tape 100 mm wide.

Reflective tape should be easily applied with pressure-sensitive adhesive backing or by first applying a primer to the cleaned road surface. The tape should be capable of withstanding the wear and tear generated by traffic and climatic conditions for a period of at least six (6) months. Once the tape has served its purpose it should be easily removable without damaging the road surface.

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

**B5714 MEASUREMENT AND PAYMENT**

**Item**

**B57.06 Setting out and pre-marking the lines (excluding traffic-island**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**markings, lettering and symbols)**

**ADD THE FOLLOWING:**

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

**Item**

**B57.07 Re-establishing the painting unit at the end of the maintenance period**

**ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE FIRST PARAGRAPH:**

"The tendered lump sum shall also include for the erection and removal, on a daily basis as the work progresses, the minimum accommodation of traffic facilities specified in clause B5713."

**ADD THE FOLLOWING ITEM:**

<b>"Item</b>	<b>Unit</b>
<b>B57.10 Temporary road-marking tape.....</b>	<b>metre (m)</b>

The unit of measurement shall be the metre of reflective tape actually applied to the road surface.

The tendered rate for temporary road marking shall include full compensation for all labour, tools, materials and equipment for the supply and placement of the temporary line and for its satisfactory maintenance. It shall also include for the removal of the tape when no longer required."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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**COLTO SERIES 6000: STRUCTURES**

**SECTION B6300: STEEL REINFORCEMENT FOR STRUCTURES**

**B6302 MATERIALS**

**(a) Steel bars**

*REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:*

“Cold-worked reinforcing bars shall not be used.”

**B6306 PLACING AND FIXING**

*REPLACE THE SECOND AND THIRD PARAGRAPHS WITH THE FOLLOWING:*

“The concrete cover for all structural concrete shall be within the acceptance ranges shown in table B6404/6. Prior to fixing the steel, samples of the proposed cover and spacer blocks shall be submitted to the engineer along with a written statement for in-situ manufacture, if applicable, for approval.

Overlap of steel reinforcement bars shall be such that the cover to the lapped bars remains constant at the specified cover.”

**B6307 COVER AND SUPPORTS**

*IN THE SECOND PARAGRAPH REPLACE THE SECOND SENTENCE, COMMENCING WITH “Where no cover is indicated...shown in table 6306/1” WITH THE SENTENCE:*

“Where no cover is indicated, the contractor shall inform the engineer who shall after consultation with the design engineer indicate the required cover in writing and the as-built drawings shall indicate such cover”.

*ADD THE FOLLOWING TO THE END OF THE FIFTH PARAGRAPH:*

“Concrete cover and spacer blocks shall be made using the same cement and aggregate type as the main concrete with the same water/cement ratio so that differences in shrinkage, thermal movements and strain are minimised. Cover blocks shall be water cured by submersion for a minimum of 7 days and thereafter kept submerged in water until immediately before fixing onto reinforcing steel. Where concrete cover blocks, subsequent to fixing, have visually dried out they shall be remoistened by an appropriate method so that they are damp before the placing of concrete. Only semi-spherical concrete cover blocks shall be used. Where fixing wire is inserted into cover blocks, it shall be galvanized. Cover and spacer blocks manufactured from other materials e.g. plastic or wood, shall not be permitted. All cover blocks regardless of the type of material manufactured from, shall not be visible on exposed concrete surfaces.”

*DELETE TABLE 6306/1 IN ITS ENTIRETY.*

*ADD THE FOLLOWING PARAGRAPH:*

“Where the concrete cover specified has not been achieved after cover tests have been carried out in accordance with clause B8106(g)(iv), reduced payment as determined under clause B8212 shall be applied to all the relevant pay items under section 6300.”

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **SECTION B6400: CONCRETE FOR STRUCTURES**

### **B6402 MATERIALS**

#### **(a) Cement**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"The type of cement to be used in any concrete element shall take into account the environmental conditions and durability requirements at the location of the site of the works and shall be selected according to table B6402/1.

**TABLE B6402/1: SELECTION OF CEMENT TYPE**

Condition of exposure	Placing temperature of concrete	Type of cement*
1. MODERATE Concrete surfaces above ground level and protected against alternately wet and dry conditions caused by water, rain and sea-water spray	< 20 °C	CEM I CEM II A – S CEM II B – S
	20 °C - 30 °C	CEM I CEM II A – S CEM II B – S CEM II A – V (or W) CEM II B – V (or W) CEM III A
2. SEVERE Concrete surfaces exposed to hard rain and alternatively wet and dry conditions	< 20 °C	CEM I CEM II A – S CEM II B – S
	20 °C - 30 °C	CEM I CEM II A – S CEM II B – S CEM II A – V (or W) CEM II B – V (or W) CEM III A
3. VERY SEVERE Concrete surfaces exposed to aggressive water, sea-water spray or a saline atmosphere	< 20 °C	CEM II B – S 42.5 CEM III A CEM II B – V 32.5
	20 °C - 30 °C	CEM II B – S CEM III A CEM II B – V
4. EXTREME Concrete surfaces exposed to the abrasive action of sea water or very aggressive water	< 20 °C	CEM II B – S CEM III A
	20 °C - 30 °C	CEM II B – S CEM III A

\*Notes:

- (1) CEM I cements shall only be used in environments where concrete is not prone to chloride attack, i.e. in inland drier environments.
- (2) Where a strength class of 42,5 or greater is required, and the placing temperature of concrete is between 20 °C to 30 °C, a set and hydration retarding admixture shall be used where required so as not to exacerbate bleeding.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (3) Cement types CEM I, II and III may be blended, provided that the final product conforms to the requirements of SABS EN 197-1 for the proportion of extender used and provided that the proportion of extender in the original unblended cement is known.
- (4) CEM III cement or a blended cement with CEM II and CEM III will only be used in prestressed concrete members or units if stated in the Project Specifications or approved by the engineer.
- (5) For a structure in contact with water, the water shall be tested to determine whether the water is aggressive."

**(b) Aggregates**

*REPLACE SUBCLAUSE (iv) WITH THE FOLLOWING:*

"The particular combination of aggregate and cement shall be tested for potential alkali aggregate reactivity in accordance with the test method as described in subclause 8105(f), and, where the results point to such reaction, either the aggregate or the cement, or both shall be replaced so that an acceptable combination may be obtained."

*ADD THE FOLLOWING SUBCLAUSES:*

- "(vi) In addition to SABS 1083-1976 grading requirements for fine aggregates, the grading of the approved sand shall be such that between 25% to 35% by mass shall pass the 300  $\mu$ m sieve. Sands that do not comply with this requirement will have to be blended with an approved fine sand in order to achieve the requirement.
- (vii) The aggregate shall have a wet 10% FACT value of at least 75% of that of the determined dry value (table 6, SABS 1083)."

**(d) Water**

*ADD THE FOLLOWING:*

"Water for concrete other than prestressed concrete, shall not contain chlorides, calculated as sodium chloride, in excess of three thousand parts per million (3 000 ppm) nor sulphates, calculated as sodium sulphate, in excess of two thousand parts per million (2 000 ppm).

Water for curing concrete shall not contain impurities in sufficient amount to cause discolouration of the concrete or produce etching of the surface.

No sea-water or water containing salts shall be used.

No water shall be added on site to ready mix concrete prior to placing to improve workability. All concrete delivered to site shall be checked for workability using the slump cone test and slump measured outside of the limit set from the design mix shall be rejected."

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**(e) Admixtures**

*ADD THE FOLLOWING SUBSUBCLAUSES:*

- "(v) Admixtures, which have a retarding effect on the rate of hydration of the cement, may not be used when the concrete temperature is below 20 °C.
- (vi) A retarding admixture shall be used if temperatures of concrete mixes using cements of strength class 42,5 or higher is between 20 °C and 30 °C or where the ambient temperature is between 20 °C and 30 °C."

*ADD THE FOLLOWING:*

"Note: Only admixtures of the type that do not increase the water content of the mix will be considered by the engineer. In addition, no admixtures shall be added on site to ready mix concrete prior to placing to improve workability."

**B6403     STORING THE MATERIALS**

**(b) Aggregates**

*ADD THE FOLLOWING PARAGRAPH:*

"The concrete surface of the storage bin shall be sloped at 1:50 from the centre towards the outside and then drained to prevent subsoil contamination and water ponding."

**B6404     CONCRETE QUALITY**

**(a) General**

*INSERT THE FOLLOWING PARAGRAPH AFTER THE SECOND PARAGRAPH:*

"When structural concrete prefixed 'W' is shown on the drawings, it shall, in addition to the strength requirements, comply with the durability requirements specified in subclause B6404(h). 'W' class concrete shall not apply to minor structural elements such as side drains and catchpits, except in severe environmental conditions of exposure. Requirements for concrete quality (including any durability requirements) for concrete pavements are found in Section 7100 of the specifications."

**(b) Strength concrete**

*ADD THE FOLLOWING AFTER THE FIFTH PARAGRAPH:*

"The minimum cement content of structural concrete shall be 340 kg/m<sup>3</sup>."

The contractor must provide the engineer with complete mix designs and materials for strength concrete at least six (6) weeks before the first concrete is cast on the project."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**(e) Bleeding**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"The concrete shall be proportioned with suitable materials that total bleeding does not exceed 0,3 mm/cm<sup>2</sup> as measured by ASTM C232-92."

*ADD THE FOLLOWING NEW SUBCLAUSE:*

**"(h) Concrete durability**

**(i) General**

Concrete designated by the prefix 'W' shall, in addition to the requirements of subclause 6404(b) comply with the durability parameters defined below:

Water sorptivity:

Sorptivity is sensitive to surface effects and may be used to assess the effectiveness of initial curing.

Oxygen permeability:

Permeability is sensitive to changes in the coarse pore fraction and thus a means of assessing compaction of concrete. It is used to quantify the microstructure of the concrete and sensitive to macro-defects such as voids and cracking.

Chloride conductivity:

Chloride conductivity provides a method of characterisation of concretes in the marine environment and is used to assess the chloride resistance of concrete.

Cover concrete:

Cover concrete is the outer concrete layer that protects reinforcing steel.

Concrete cover:

Concrete cover is a dimensional indicator of cover concrete depth and it varies according to the requirements of the different environmental exposure classes.

When tested in accordance with the test protocols described in B8106 for each potential durability parameter, the concrete shall meet the limits listed in tables B6404/3, B6404/4 and B6404/5.

A minimum cementitious content of 340 kg/m<sup>3</sup> shall be required in the concrete irrespective of the type of cement used or into which environmental category it falls in. The contractor should also note that in order to met the requirements for a durable concrete, the cement demand might well exceed the minimum requirement.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





TABLE 6404/3A: DURABILITY PARAMETERS ACCEPTANCE RANGES ENVIRONMENTAL  
TYPE: MODERATE TO SEVERE (> 30 km FROM COAST)

Acceptance category	Test No/Description/Unit	
	B8106(d)(i) Water sorptivity (mm/√h)	B8106(d)(ii) Oxygen permeability (log scale)
Concrete made, cured and tested in the laboratory	< 6,0	> 10,0
Full acceptance of in-situ concrete	< 8,0	> 9,5
Conditional acceptance of in-situ concrete (with remedial measures)	8,0 – 15,0	9,0 – 9,5
Rejection	> 15,0	< 9,0

TABLE B6404/3B: DURABILITY PARAMETERS ACCEPTANCE RANGES ENVIRONMENTAL  
TYPE: VERY SEVERE TO EXTREME (< 30 km FROM COAST)

Acceptance category	Test No/Description/Unit	
	B8106(d)(i) Water sorptivity (mm/h)	B8106(d)(ii) Oxygen permeability (log scale)
Concrete made, cured and tested in the laboratory	< 6,0	> 10,0
Full acceptance of in-situ concrete	< 8,0	> 9,15
Conditional acceptance of in-situ concrete (with remedial measures)	8,0 – 15,0	8,75 – 9,15
Rejection	> 15,0	< 8,75

Chloride attack on concrete occurs along the coastal belts (30 km band), and therefore chloride index testing is required where concrete is placed within the 'very severe' and 'extreme' environmental types i.e. within marine tidal and splash zones or marine spray zones. These environmental types are further broken down as shown in table B6404/4a into marine exposure categories, with category 1 being extreme conditions and category 4 being moderate conditions.

Unlike oxygen permeability and water sorptivity, chloride conductivity is not really a measure of construction quality, but it shall be used for materials selection and design of mixes in aggressive chloride conditions. It will therefore only be used as a check on mix designs during the initial stages of construction. Table B6404/4b provides appropriate limits for various curing regimes and cement types.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**TABLE B6404/4A: CLASSIFICATION OF MARINE EXPOSURE CATEGORIES**

Marine exposure category	Environment	
	Extreme (Marine tidal and splash zones)	Very severe (Marine spray zone)
1	Structure exposed directly to sea water with heavy wave action and/or abrasion	N/A
2	Structure exposed directly to sea water under sheltered conditions with little wave action	Structure within 500 m of shore exposed to heavy wave action and onshore winds
3	N/A	Structure located near shore (> 500 m) in an exposed marine location
4	N/A	Structure in a sheltered location within 1 km of shore or anywhere within 30 km of coast

**TABLE B6404/4B: APPROPRIATE LIMITS FOR CHLORIDE CONDUCTIVITY**

	Marine exposure category	100 % PC		10% CSF		30% FA		50% GGBS	
		28d	90d	28d	90d	28d	90d	28d	90d
Fully wet cured	1	0,75	0,60	0,30	0,27	0,90	0,25	0,40	0,30
	2	0,90	0,70	0,40	0,36	1,20	0,30	0,75	0,60
	3	1,25	1,00	0,50	0,45	1,50	0,40	1,25	1,00
Moist cured (3-7d)	1	1,00	0,85	0,40	0,35	1,50	0,75	1,25	1,00
	2	1,40	1,25	0,50	0,45	2,00	1,00	1,75	1,50
	3	1,75	1,60	0,60	0,55	2,25	1,25	2,25	2,00

**TABLE B6404/5: DURABILITY PARAMETERS ACCEPTANCE RANGES: CONCRETE COVER**

Test No	Description of test	Specified cover (mm)	Acceptance range*	
			Min	Max
B8106(g)	Concrete cover to reinforcement (mm)	20 to 30	As specified	As specified + 5 mm
		30 to 80	As specified	As specified + 10 mm

\*Notes:

- (1) The design of reinforced concrete members shall be based on the maximum permissible cover especially for members less than 200 mm in thickness.
- (ii) Approval of mix designs

The compressive strength achieved on 'W' class concrete will exceed the characteristic strength class structurally required. Therefore 'W' class concrete shall have a minimum compressive strength of 35 MPa except where greater strengths are specified elsewhere to satisfy structural requirements. The contractor shall take note that the process of finalising 'W' class mix designs will exceed the period normally associated with structural concrete designs and could take up to two months.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Where, however, contracts are of a short duration (eg < 6 months) the engineer may accept a design proposal for which there is recent evidence of conformance. Ready-mixed products will similarly require evidence that they also conform to the required durability parameters.

Testing for design purposes shall be carried out by a laboratory approved by the engineer, the costs of which are deemed to be included in the contractor's rates for structural concrete. Concrete as designed shall satisfy the limits set out in tables B6404/3a and b under the heading 'Concrete made, cured and tested in the laboratory.'

Once approved, the compressive strength obtained from the tests that comply with the durability parameters shall become the target strength for which durability acceptance criteria will be based."

#### **B6405 MEASURING THE MATERIALS**

##### **(c) Aggregates**

*ADD THE FOLLOWING:*

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

#### **B6406 MIXING**

##### **(a) General**

*ADD THE FOLLOWING SENTENCE:*

"Volume batching will not be permitted."

#### **B6407 PLACING AND COMPACTING**

##### **(a) General**

*ADD THE FOLLOWING PARAGRAPHS:*

"Bridge decks shall be cast in sections as indicated on the drawings or as approved by the engineer.

Balustrades and sidewalks on bridge decks shall only be cast/placed after completion of the deck and removal of the staging."

##### **(b) Placing**

*ADD THE FOLLOWING:*

"Casting of the in-situ parapets or placing of precast parapets shall only commence after removal of the deck staging, and in addition, in the case of prestressed decks, the stressing must be complete. Where specified on the drawings the top of the parapets after placing shall follow the pre-camber levels specified on the drawings to allow for future creep effects. This is of particular importance on the edges of very long skew decks and prestressed simply supported decks. The levels of the top rail of each panel of the balustrades/parapets shall be confirmed in writing by the design engineer."

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**B6408 CONSTRUCTION JOINTS**

**(a) General**

*ADD THE FOLLOWING:*

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer. In all cases the proposed method of forming the joint shall be discussed and agreed with the engineer."

*ADD THE FOLLOWING SUBCLAUSE:*

**"(d) Construction joints in bridge structures**

**(i) Horizontal construction joints in substructures**

Horizontal construction joints in substructures at positions different to those proposed on the drawings, necessitated by the method of construction employed by the contractor will be allowed subject to the prior written approval of the engineer.

**(ii) Vertical construction joints**

Vertical construction joints in the bridge deck will only be allowed in special circumstances and will be subject to the approval of the engineer."

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**B6409 CURING AND PROTECTION**

*ADD THE FOLLOWING TO THE END OF SUBCLAUSE 6409(f):*

"For durability concrete prefixed 'W', only a curing compound consisting of an approved water based low viscosity clear wax emulsion applied in accordance with the manufacturer's instructions may be used."

*ADD THE FOLLOWING NEW PARAGRAPHS TO THE END OF THE CLAUSE:*

"Where curing by retention of formwork is used as the only method of curing the concrete, it must be left in place for the minimum period specified in table 6206/1 but in no instance shall it be less than 7 days.

The materials used for formwork shall take into account properties such as thermal insulation and moisture absorption when assessing the suitability of the material, to the approval of the engineer.

If impermeable curing membranes are to be used as a curing method, they shall be installed at the same time as formwork is removed and no portion of a concrete surface may be left unprotected for a period in excess of 2 hours. If the surface is an unformed finish eg top of deck slab, then the surface must be protected immediately by appropriate methods approved by the engineer after it is finished, without damage to that surface, since it is vulnerable to plastic shrinkage cracking due to high rates of evaporation while the concrete is still in a plastic state.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Plastic shrinkage and settlement shall not be permitted on any of the structural elements since it compromises the durability of the concrete. In order to prevent early settlement and shrinkage of the concrete, the concrete placed shall be re-vibrated after initial compaction while the concrete is still in a plastic state. Any remedial measures shall be as approved in writing by the engineer. On bridge decks, the top surface shall be cured using the method described in clause 6409(d) ie "Constantly spraying the entire area of exposed surfaces with water".

All durability concrete prefixed 'W', shall be cured for the equivalent moist curing periods as shown in table B6409/1 below:

TABLE B6409/1: EQUIVALENT MOIST CURING PERIODS

Weather	Minimum moist curing Period (days)
Normal: 18 to 22 °C, 65% RH, low wind speeds	5
Hot: With drying winds	7
Cold: 5 to 12 °C	9

For all durability concrete prefixed 'W', curing shall be excluded from the make-up of rates for measurement under items B64.01 and 64.02 and paid for separately under pay item B64.07. Where the application of a curing compound is instructed by the engineer, the type and nominal application rate thereof shall be as specified in the schedule of quantities or to the manufacturer's nominal specified rates. Although the Contractor may tender a low rate and provide the minimum possible curing to the fresh concrete, he will be penalised in terms of reduced payments as improper curing will result in the water sorptivity test, which is a measure of initial curing, not meeting the required target value specified in table B6404/4."

#### **B6410 ADVERSE WEATHER**

*ADD THE FOLLOWING NEW SUBCLAUSE:*

##### **"(d) Temperature and hydration of concrete**

The temperature of concrete delivered to site shall be within the range 10 °C to 30 °C. Concrete which has a temperature outside of this range shall not be placed in the structure.

The rate of hydration of the cement in the concrete shall be such that the concrete can be placed and properly compacted within 2 hours after the addition of water to the mix ingredients. The initial set of the concrete shall not be unduly delayed due to inappropriateness of admixtures or cement type, which could promote bleeding."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**B6413      PRECAST CONCRETE**

*ADD THE FOLLOWING FINAL PARAGRAPHS:*

"Precast concrete units shall comply with the requirements of the latest SANS 986:2006 specification.

Prior to the manufacture of any units the manufacturer shall submit his Quality Plan to be approved by the engineer. The quality plan must incorporated all requirements and frequency for durability index testing ie Sorptivity, Oxygen Permeability, Chloride Conductivity (if required) and Cover Testing. As part of the Quality Plan submitted for approval, copies of calibration certificates of both gauges used for proof loads and cover meters used at the factory shall be supplied to the engineer. The originals of these certificates shall at all stages also be available for inspection at the factory premises. The manufacturer shall check each precast unit for cover compliance, and random checking of units shall not be permitted. The engineer's representative may visit the factory at any stage to ascertain adherence to the quality plan including test results from the durability index testing as well as to check covers before delivery to site. Any substandard cover shall result in the applicable structural element or part thereof being rejected. Should the manufacturer not be adhering to their Quality Plan the engineer may exercise the right to reject the use of products from the manufacturer concerned. The employer shall also be informed in all such cases.

For durability requirements due to the reduced cover provided for precast culverts, all such durability testing shall be done in accordance with clause B6404(h). "

**B6414      QUALITY OF MATERIALS AND WORKMANSHIP**

**(a)      Criteria for compliance with the requirements**

*DELETE "and 8300" IN THE SECOND LINE, AND "8305" IN THE FIFTH LINE, AND "8307" IN THE SIXTH LINE, AND "8308" IN THE TENTH LINE.*

*ADD THE FOLLOWING NEW PARAGRAPHS AFTER THE FIRST PARAGRAPH:*

"In the event that for 'W' classed concrete the actual achieved average cube strengths of an element are less than 85% of the target mean strength, the engineer may instruct the taking of cores for additional testing, which shall be to the contractor's cost unless the results are acceptable. The engineer will carry out routine tests conducted on cores for the durability parameters taken from the completed elements during the construction, the costs for which shall be to the employer's account unless the parameters are not met.

Tests No B8106(g)(i) and (ii) (and (iii) when required), shall be conducted on cores drilled from the structural element when the concrete reaches the age of at least 28 days. Test No B8106(g)(iv) shall be conducted to confirm that the specified depth of concrete cover has been achieved. The frequency of these tests shall be as described under item B8106(g). The test results shall be accepted or rejected on the criteria set out in tables B6404/3 and B6404/4 based on the following categories:

**(i)      Full acceptance**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Concrete shall be accepted unconditionally and full payment shall be made.

(ii) Conditional acceptance

Concrete may be accepted with a warning that construction methods be examined to improve the durability criteria. A reduced payment shall be applied to all the relevant pay items under 6300 and 6400 for the non-conforming element or concrete pour as set out in table B8212/1, or the contractor may elect to carry out remedial work to improve the durability of the concrete to the criterion of 'Full Acceptance' to the satisfaction of the engineer, and receive full payment.

(iii) Rejection

The concrete shall be removed and replaced with fresh concrete at the expense of the contractor, as directed by the engineer.

Should the test result(s) indicate conditional acceptance or rejection of the item tested, the contractor shall have the option of carrying out additional tests on that item, at his own expense to confirm or disapprove the original test result(s). Not more than two such additional tests shall be carried out.

Should one additional test confirm the original test result, then the original result shall serve to determine payment in accordance with table B8212/1.

If two additional tests are carried out and both such tests show an improvement on the original test result(s) then the effective penalty as per table B8212/1, based on the original test result(s), shall be halved."

**(b) Procedure in the event of non-compliance with the requirements**

*REPLACE SUBCLAUSE (i) WITH THE FOLLOWING:*

"The use of core testing for acceptance control, shall be at the sole discretion of the engineer and shall generally only be permitted where it can be proved that either the cube making, curing or testing procedure has contributed to poor cube test results.

Before the cores are drilled, the members concerned shall be cured and allowed to age 28 days, whereafter the cores shall be drilled and tested within 7 days. The concrete age shall thus not exceed 35 days at the time of testing. Cores shall be drilled in accordance with SABS 865, and the engineer will evaluate these cores in accordance with SABS 100 - Part II."

*ADD THE FOLLOWING NEW SUBCLAUSE:*

"(iii) Structural concrete elements or concrete pours shall be represented by test cubes and extracted cores which shall be tested for strengths and the appropriate durability parameters. If the durability parameters have been proved to be acceptable the costs for such testing shall be borne by the employer. However, where non-compliance to the specified parameters has been identified, the assessed element shall be rejected and at the engineer's sole discretion any of the following measures may be considered at the contractor's expense:

- (1) Coating with an approved product specifically designed to improve the non-conforming parameter depending on the severity of the test results

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(2) Acceptance at reduced payments

(3) Demolition and rebuilding.

Where the engineer allows conditional acceptance, reduced payment shall be applied to all the relevant pay items under 6300 and 6400 for the non-conforming element or concrete pour according to the table B8212/1."

**(b) Procedure in the event of non-compliance with the requirements**

**ADD THE FOLLOWING SUBSUBCLAUSE:**

"(iii) Structural concrete elements or concrete pours shall be represented by test cubes and extracted cores which shall be tested for strengths and the appropriate durability parameters. If the durability parameters have been proved to be acceptable the costs for such testing shall be borne by the employer. However, where non-compliance to the specified parameters has been identified in terms of tables B6404/3 and 6404/5, the element shall be assessed by the engineers and employer and any of the following measures may be considered at the contractor's expense:

(1) Coating with an approved product specifically designed to improve the non-conforming parameter depending on the severity of the test results.

(2) Acceptance at reduced payments

(3) Demolition and reconstruction

Where the engineer allows conditional acceptance, reduced payment shall be applied to all the relevant pay items under 6300 and 6400 for the non-conforming element or concrete pour according to the tables B8212/1 and B8212/2."

**B6415 DEMOLITION AND REMOVAL OF EXISTING STRUCTURAL CONCRETE**

**REPLACE CLAUSE 6415 WITH THE FOLLOWING:**

**"B6415 PARTIAL DEMOLITION AND EXTENSION OF EXISTING STRUCTURES**

Where parts of existing structures have to be demolished (without extensions to these structures), these parts shall be cut to predetermined lines and levels. If the concrete is reinforced, the reinforcement shall be exposed and cut off at a depth giving the required cover, and the exposed face shall be restored as specified in clause 6408. The debris shall be removed and disposed of at approved dumping sites provided by the contractor.

Where partial demolition is required for extension work to existing structures, the contact face shall be cut to predetermined lines and levels. Loose material shall be removed and disposed of at approved dumping sites provided by the contractor. Projecting steel shall be cleaned and bent as directed by the engineer.

Where extension work is required without partial demolition, the contact surface shall be roughened and cleaned of all dirt and loose particles.

If required, dowels shall be installed in holes drilled into the existing structure, in accordance with the details on the drawings, and be secured by means of an approved epoxy resin grout.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





New concrete shall be bonded to existing concrete with a cement paste or slurry or an approved epoxy resin slurry.

All such work shall be carried out without damaging the rest of the structure."

ADD THE FOLLOWING CLAUSE:

**"B6417 CONCRETE DURABILITY**

To ensure that the concrete has been placed, compacted and cured correctly, a nominated laboratory shall carry out the following tests after completion of curing:

- (a) Water sorptivity
- (b) Oxygen permeability (tested in the Ballim apparatus)
- (c) Measuring the depth of concrete cover

For the water sorptivity and oxygen permeability tests, a 68 mm diameter core shall be taken through the concrete cover (being the concrete layer between the outermost layer of steel reinforcement and the exposed outer surface of the concrete element), of the constructed reinforced concrete. A slice of 30 mm thick shall then be cut from the core such that the slice is representative of the middle layer of the concrete (ie the middle layer being a 30 mm thick slice of concrete, 5 mm from the exposed outer surface extending in towards the reinforcement) for a 40 mm required cover.

Results obtained in accordance with the test methods described in *Concrete Durability Index Testing Manual* (Methods 1 and 2) published by the Department of Civil Engineering, University of Cape Town, shall fall within the ranges specified in table B6404/3.

**TABLE B6404/3: SPECIFIED, ACCEPTABLE AND ABSOLUTE MINIMUM ACCEPTANCE TEST VALUES**

Test	Specified value	Acceptance limit	Acceptance range
Oxygen permeability index (log scale)	10	9,5	$\geq 9,5$
Water sorptivity (mm/ $\sqrt{h}$ )	8	11	$\leq 11$
Cover measurement	25 mm	25 mm	25 mm to 50 mm
	40 mm	35 mm	35 mm to 60 mm
	50 mm	45 mm	45 mm to 65 mm

The engineer will indicate the positions at which the cores shall be extracted on the site."

**7300 CONCRETE BLOCK PAVING FOR ROADS**

ADD THE FOLLOWING CLAUSE:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**B7303 Construction**

- (d) Edge beams and intermediate beams  
Intermediate beams shall be constructed every 40m intervals across the road

**COLTO SERIES 8000: SUNDRIES**

**SECTION B8200: QUALITY CONTROL (SCHEME 1)**

**B8201 SCOPE**

*ADD THE FOLLOWING:*

"Quality control Scheme 1 shall apply to this contract."

**SECTION B8300: QUALITY CONTROL (SCHEME 2)**

**B8301 SCOPE**

*ADD THE FOLLOWING PARAGRAPH:*

"Section 8300 shall be used for quality control on this contract."

**B8308 PROCESS CONTROL BY THE CONTRACTOR**

*ADD THE FOLLOWING:*

"For the purpose of this contract process or quality control by the contractor comprises at least the following:

**(a) Soil tests**

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents, solid densities and chemical tests relating to stabilizing agent contents.

**(b) Aggregate tests**

Grading, flakiness index, average least dimension (ALD).

**(c) Concrete tests**

Slump and cube crushing strengths."

**END OF SECTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION C: CONTRACT**

**PART C4: SITE INFORMATION**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON

PART C4: SITE INFORMATION

CONTENTS

Section	Description	Page No
C4.1	SCOPE OF SITE INFORMATION .....	C4-1-4
C4.2	SUBSOIL INVESTIGATION .....	C4.2-5
C4.3	EXISTING SERVICES .....	C4.3-6
C4.4	EXISTING BUILDINGS & STRUCTURES .....	C4.4-7

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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## LEKWA LOCAL MUNICIPALITY

### ***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-MORGENZON***

#### **PART C4.1: SCOPE OF SITE INFORMATION**

The documentation included in this section describes the site as at the time of tender so as to have enabled tender pricing, determining work methods, programming and all other requirements for award of contract.

Only actual information about physical conditions on the site and its surroundings are included in this section.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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## PART C4.2: SUBSOIL INVESTIGATION

A centreline investigation be done and the report must be made available to the engineer for review before construction.

The contractor to confirm the classification of material to the engineer prior construction and send it to the engineer for review

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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## PART C4.3: EXISTING SERVICES

### CONSTRUCTION RESTRAINTS

It is to be noted that there are existing services such as water and sewer, within the site boundaries and their positions and levels are to be confirmed on site. There will be possible clashes of storm water with some of these existing services. It remains the responsibility of the contractor to relocate the service if instructed to do so and to recommission the same.

The following existing services are present in these areas:

- Water network.
- Sewer network
- Telkom services.
- Electrical service with underground cables.

The known services are indicated on the drawings but it remains the responsibility of the Contractor to detect and protect the existing services. The Contractor must liaise with all service owners before any excavation begins. The contractor's attention is drawn to the fact that cables running down a pole into the ground, consumer distribution units, miniature substations, substations, pillar boxes, indentations in roads, are all indications of the presence of existing services.

It is hence deemed that the contractor will obtain the necessary authorisation to open up existing services so as to ascertain the proximity thereof in relation to where construction is to take place and in respect of cover to protect such works. It must be noted that the Engineer will use the factual circumstances as indicated above to adjudicate if the contractor has observed the necessary precaution when damage to or interruption of an existing service occurs.

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractors' Plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. This will also apply to over-break during any excavation. Payment will always be based on specified cross sections and dimensions. No extra payment or any claim for payment due to these difficulties will be considered.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PART C4.4: EXISTING BUILDINGS & STRUCTURES**

The construction is situated at Sivukile-Morgenzon, Lekwa Municipality. The site can be reach by the existing road network. The site is located on the following coordinates:

Co - ordinates  
26°44'08.7"S 29°36'10.8"E

The site is in a build-up residential area and the average road reserve width is 10m.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PART C5: ANNEXURES**

**CONTENTS**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
C5.1	Locality Plan	
C5.2	Tender Drawings	
C5.3	Contract Name Board	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

**PART C5.1: LOCALITY PLAN**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

**PART C5.2: TENDER DRAWINGS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**LEKWA LOCAL MUNICIPALITY**

***UPGRADING OF GRAVEL ROAD TO PAVED ROAD IN SIVUKILE-  
MORGENZON***

**PORTION C: CONTRACT**

**PART C5: ANNEXURES**

**PART C5.3: CONTRACT NAME BOARD**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





- NOTES :**
- GENERAL**
- 1.1 ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE RELEVANT SPECIFICATIONS OF SANS 1200, STANDARDISED SPECIFICATION FOR CIVIL ENGINEERING CONSTRUCTION.
- 1.2 SPECIAL ATTENTION IS TO BE DRAWN TO CLAUSE SANS 1000-5.7, SAFETY.
- 1.3 THE POSITIONS & LEVELS OF EXISTING SERVICES ARE APPROXIMATE AND ARE TO BE VERIFIED ON SITE BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 1.4 THE CONTRACTOR IS TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCEMENT OF PROPOSED CONSTRUCTION.
- 1.5 INSPECTION IS TO BE ARRANGED WITH THE RELEVANT SERVICE PROVIDERS, POINTING OUT THE EXTENT OF THE WORKS, TO ENSURE THAT ALL SERVICES ARE LIASED WITH PRIOR TO THE COMMENCEMENT OF PROPOSED CONSTRUCTION.
- 1.6 CONTRACTOR TO ACCOUNT WITH THE P.L.M. - W.R.T THE REINSTATEMENT OF ROAD SURFACING AND SIDEWALKS.
- 1.7 ALL SETBACK OUT LINES TO BE CHECKED FROM ERF BOUNDARIES PRIOR TO EXCAVATION. COORDINATES TO BE USED ONLY FOR CHECKING PURPOSES.
- 2. EARTHWORKS**
- 2.1 REMOVE ALL VEGETATION & ROOTS.
- 2.2 REMOVE TOPSOIL TO AN APPROXIMATE DEPTH OF 150mm OR AS DIRECTED BY THE ENGINEER ON SITE.
- 2.3 REMOVE UNSUITABLE SUBGRADE MATERIAL IF ORDERED BY THE ENGINEER, ALL IN ACCORDANCE WITH SANS 1200C.
- 2.4 COMPACT IN-SITU MATERIAL TO 93% MOD AASHTO DENSITY.
- 2.5 DRAINAGE TESTS TO BE UNDERTAKEN BY THE CONTRACTOR AND APPROVED BY THE ENGINEER PRIOR TO PLACING OF CONSECUTIVE LAYERS.
- 2.6 ALL CUT AND FILL EMBANKMENT SLOPES AT 1:3.
- 3. ROADS**
- 3.1 ALL ROAD DETAILS AND SPECIFICATIONS TO BE IN ACCORDANCE WITH SANS 1200.
- 3.2 ALL ROAD DETAILS AND SPECIFICATIONS TO BE IN ACCORDANCE WITH THE NMBM STANDARD SPECS, WHERE APPLICABLE.
- 4. KERBING**
- 4.1 ALL KERBING DETAILS AND SPECIFICATIONS TO BE IN ACCORDANCE WITH SANS 1200.
- 4.2 ALL KERBS AND CHANNELS TO BE 250mm/19mm STRONG CONCRETE.
- 4.3 STORMWATER CHANNELS AND CONCRETE CHANNELS: CONSTRUCTION JOINTS ARE TO BE PROVIDED AT 2m CENTERS. EXPANSION JOINTS ARE TO BE PROVIDED AT 12m CENTERS.
- 5. SCREENEDS**
- 5.1 USE 1:8 MORTAR UNDER PRE-CAST KERB FOR THICKNESS UP TO 30mm. ABOVE 30mm, USE 20MPA CONCRETE.
- 6. BACKING CONCRETE:**
- 6.1 (MIN. 20MPA) TO BE ROUGH-SHUTTERED TO THE EXPOSED FACE, CAST IN ONE POUR AND WELL CONSOLIDATED BY MECHANICAL VIBRATION.
- 7. CHANNEL**
- 7.1 CONSTRUCTED AFTER BACKING CONCRETE HAS SET. SMOOTH FINISH AND R10 RISE TO CORNER.
- 8. ROAD MARKINGS**
- 8.1 ALL ROAD MARKINGS TO BE IN ACCORDANCE WITH SADC ROAD TRAFFIC MANUAL AND THE NATIONAL ROAD TRAFFIC REGULATION.
- 8.2 THE SETTING OUT AND PRE-MARKING OF THE LINES AND SYMBOLS SHALL BE APPROVED PRIOR TO ANY FINAL MARKINGS.
- 8.3 ROAD MARKING SHALL BE AN APPLICATION OF REFLECTIVE CEMENTITIOUS ROAD MARKING COMPOUND IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATION AND SPECIFICATION.

## CONSTRUCTION

x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

LEKWA LOCAL  
MUNICIPALITY

**MELOKUHL**  
MANAGEMENT

COMPUTER FILE NAME:			
DATE	NOV 2021	SCALE	AS SHOWN
	INITIALS AND SURNAME	SIGNATURE AND DATE	
DESIGNED BY	ZLM		
REVIEWED BY	GM		
DRAWN BY	ZLM		
VERIFIED BY	GM		
QUALITY VALIDATION	GM		
NAKO ILISO			
APPROVED BY			
NMBM			

## CONSTRUCTION OF ROADS IN SIVUKILE, MORGENZON

**TITLE**

ROAD\_1 & ROAD\_2  
GENERAL PLAN LAYOUT

<b>PAPER SIZE</b>	<b>PROJECT NO.</b>	<b>DRWG. NO.</b>	<b>REV.</b>
<b>A0</b>	<b>2021150-CIV-1000</b>		<b>0</b>

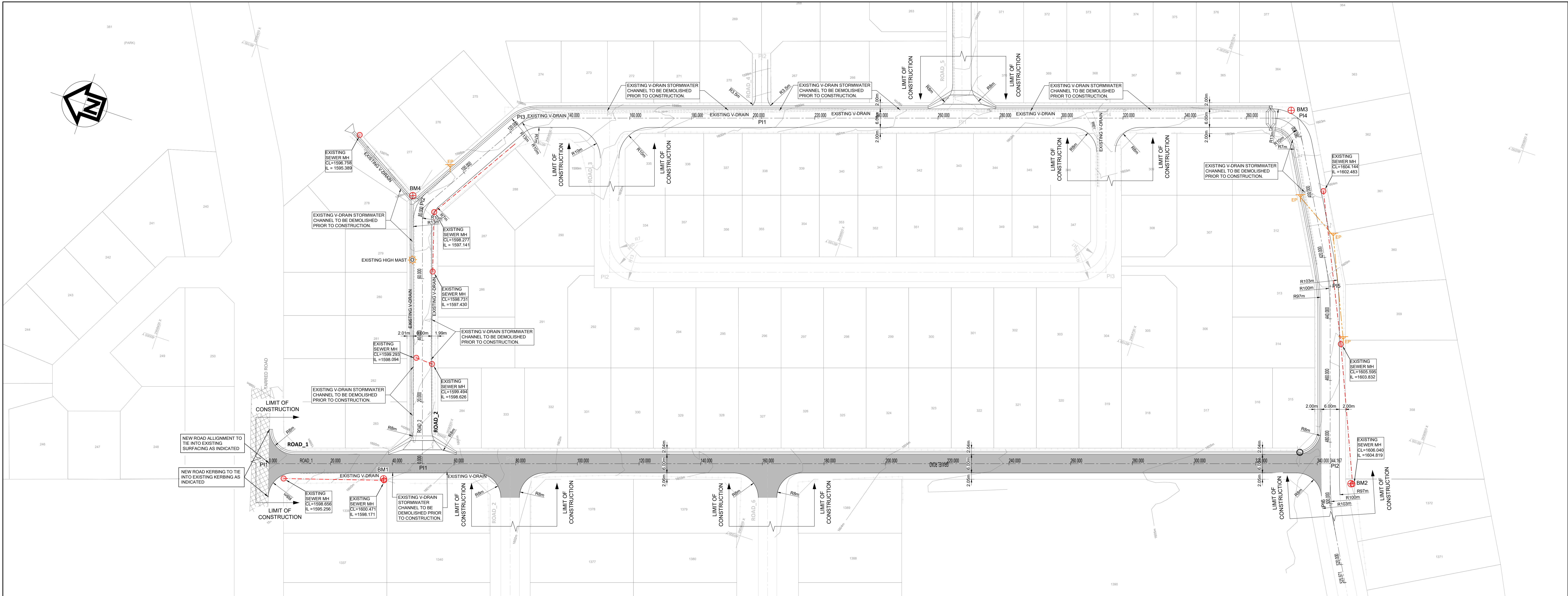
## Benchmarks

Name	Y-coord	X-coord	Height	Description
BM1	-59980.114	2958484.595	1600.341	12MM IN CONCRETE
BM2	-60079.881	2958782.085	1606.050	12MM IN CONCRETE
BM3	-60188.233	2958724.665	1602.937	12MM IN CONCRETE
BM4	-60070.122	2958463.928	1598.113	12MM IN CONCRETE

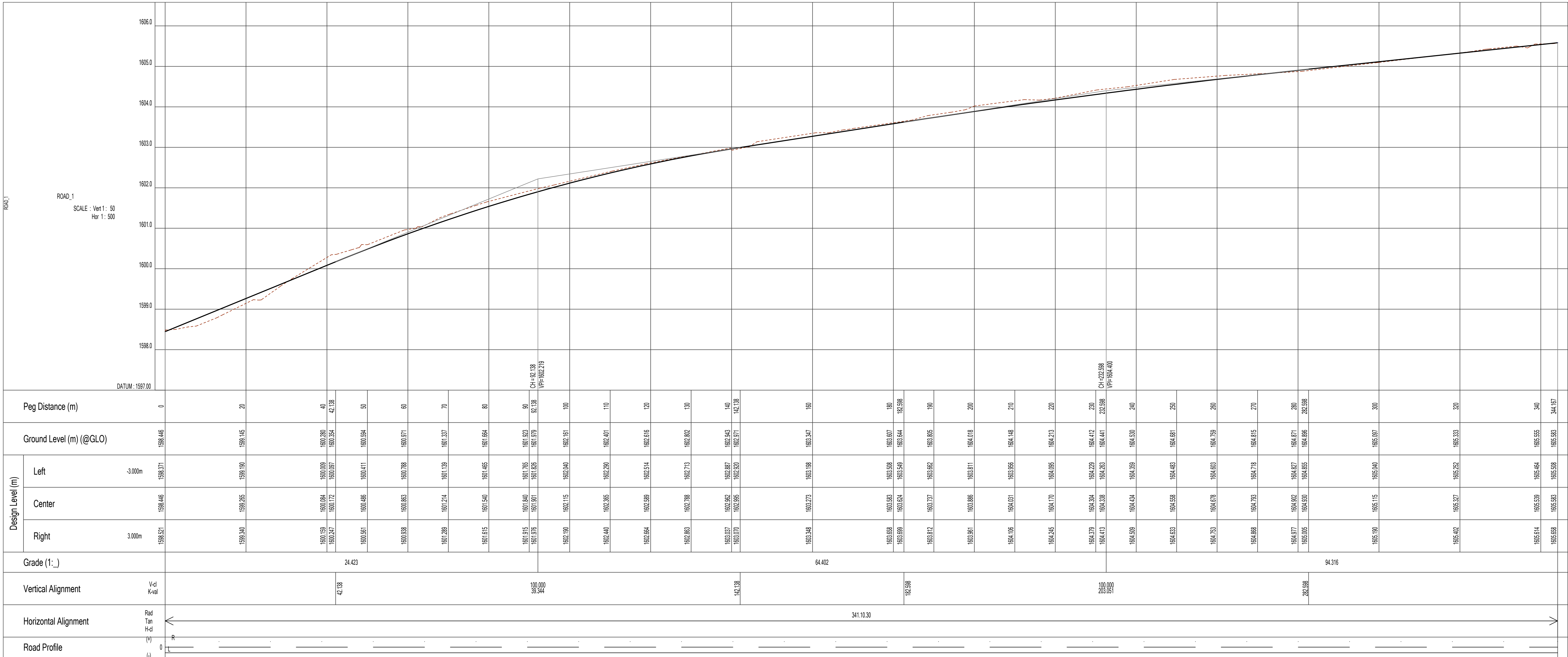
**LEGEND :**

	PROPOSED SURFACED ROAD
	PROPOSED KERB TYPE FIG.8
	PROPOSED 1m V-CHANNEL
	BENCHMARK
	EXIST. SEWER
	EXIST. SEWER MANHOLE
	EXIST. WATER VALVE
	EXIST. TARRED SURFACE
	EXIST. ELECTRICAL CABLE
	EXIST. ELECTRICAL POLE
	EXIST. V-DRAIN CHANNEL
	EXIST. HIGH MAST LIGHT
	EXIST. FENCE





PLAN LAYOUT  
SCALE 1:500



Benchmarks				
Name	Y-coord	X-coord	Height	Description
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	PROPOSED KERB TYPE FIG.8
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	EXIST. FENCE

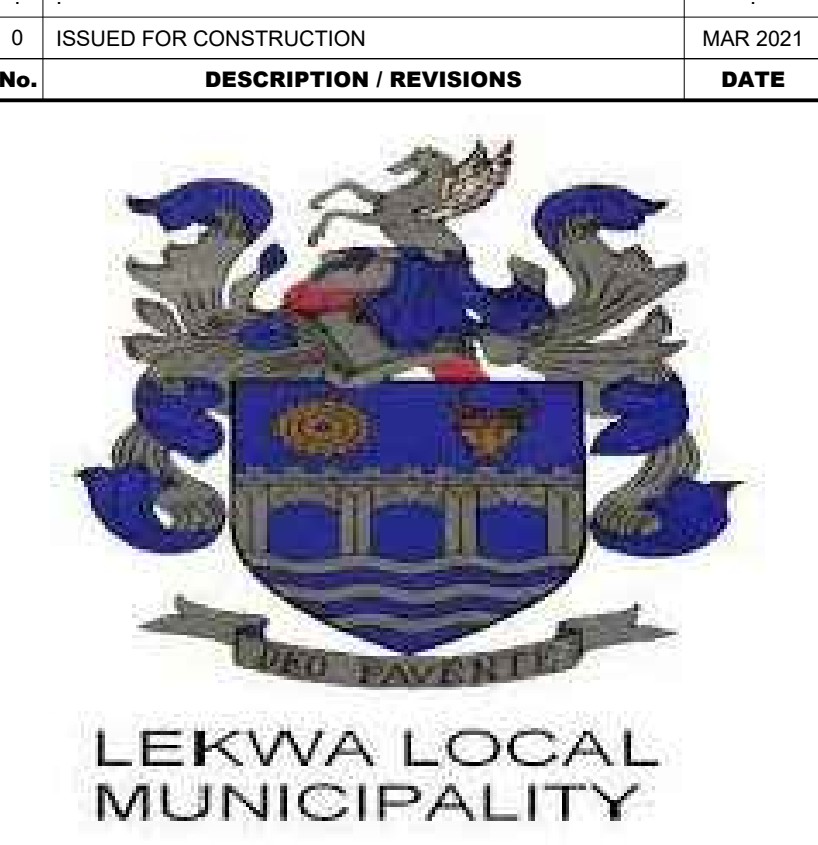
HORIZONTAL ALIGNMENT DATA						
Pine Name	Y	X	Radius	Tr.In	Tr.Out	Defl.
1 P11	-59972.807	2958447.821		-	-	-
2 P12	-60083.862	2958773.578		-	-	-

VERTICAL ALIGNMENT DATA					
Peg dist.	Elev.	BVC	EVC	CL	Grades(%)
0.000	1598.446	0.000	0.000	0.00	4.094
92.138	1602.219	42.138	142.138	100.00	1.553
232.598	1604.400	182.598	282.598	100.00	1.060
344.167	1605.583	344.167	344.167	0.00	0.000

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## CONSTRUCTION

No.	DESCRIPTION / REVISIONS	DATE
0	ISSUED FOR CONSTRUCTION / REVISIONS	MAR 2021

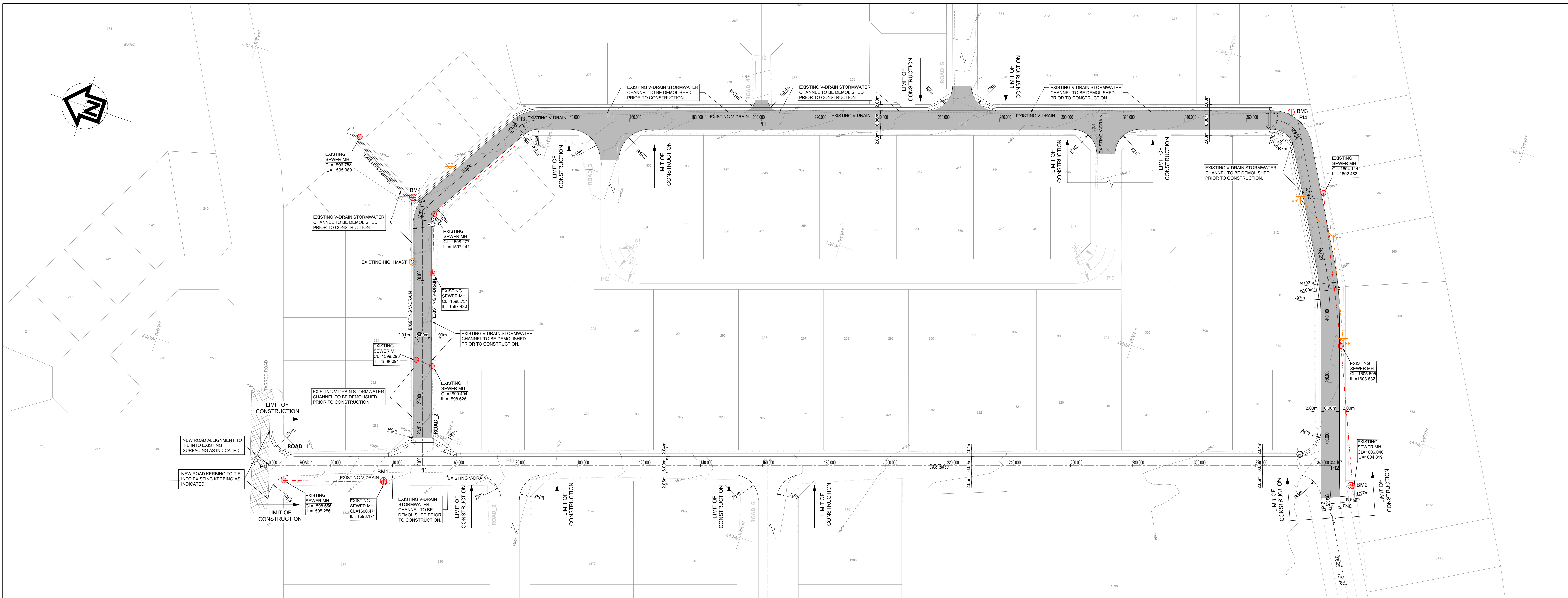


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VERIFIED BY	GM	
QUALITY VALIDATION	GM	
NAKO ILISO		
APPROVED BY	NMBM	

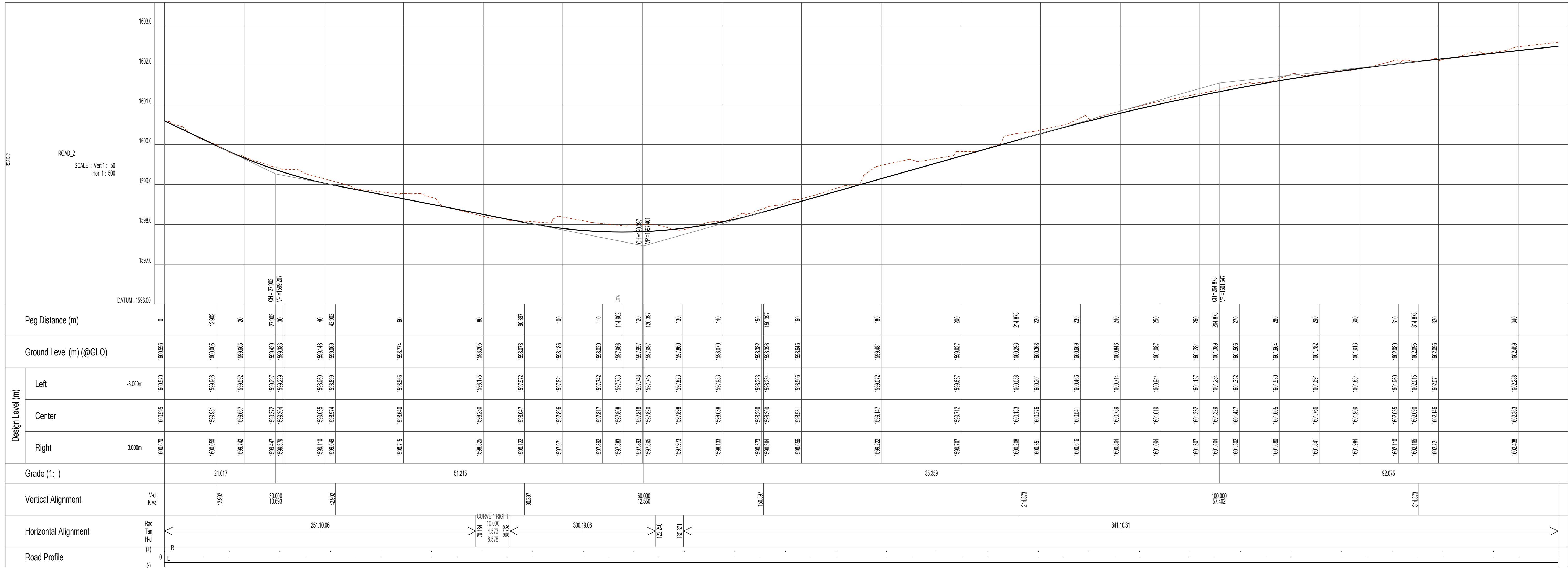
## CONSTRUCTION OF ROADS IN SIVUKILE, MORGENZON

PAPER SIZE	PROJECT NO.	DRWG. NO.	REV.
A0	2021150-CIV-1001		0





PLAN LAYOUT  
SCALE 1:500



Benchmarks				
Name	Y-coord	X-coord	Height	Description
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	PROPOSED KERB TYPE FIG.8
	PROPOSED 1m V-CHANNEL
	BENCHMARK
	EXIST. SEWER
	EXIST. SEWER MANHOLE
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P3	-60188.233	2958724.665	1602.937
P4	-60070.122	2958463.928	1598.113

VERTICAL ALIGNMENT DATA			
Peg	dist	Elev	Grd
0.000	1000.556	0.000	0.000
2.000	1000.556	0.000	0.000
4.000	1000.556	0.000	0.000
6.000	1000.556	0.000	0.000
8.000	1000.556	0.000	0.000
10.000	1000.556	0.000	0.000
12.000	1000.556	0.000	0.000
14.000	1000.556	0.000	0.000
16.000	1000.556	0.000	0.000
18.000	1000.556	0.000	0.000
20.000	1000.556	0.000	0.000
22.000	1000.556	0.000	0.000
24.000	1000.556	0.000	0.000
26.000	1000.556	0.000	0.000
28.000	1000.556	0.000	0.000
30.000	1000.556	0.000	0.000
32.000	1000.556	0.000	0.000
34.000	1000.556	0.000	0.000
36.000	1000.556	0.000	0.000
38.000	1000.556	0.000	0.000
40.000	1000.556	0.000	0.000
42.000	1000.556	0.000	0.000
44.000	1000.556	0.000	0.000
46.000	1000.556	0.000	0.000
48.000	1000.556	0.000	0.000
50.000	1000.556	0.000	0.000

- NOTES :**
1. GENERAL
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CONSTRUCTION

No.	DESCRIPTION / REVISIONS	DATE
0	ISSUED FOR CONSTRUCTION / REVISIONS	MAR 2021

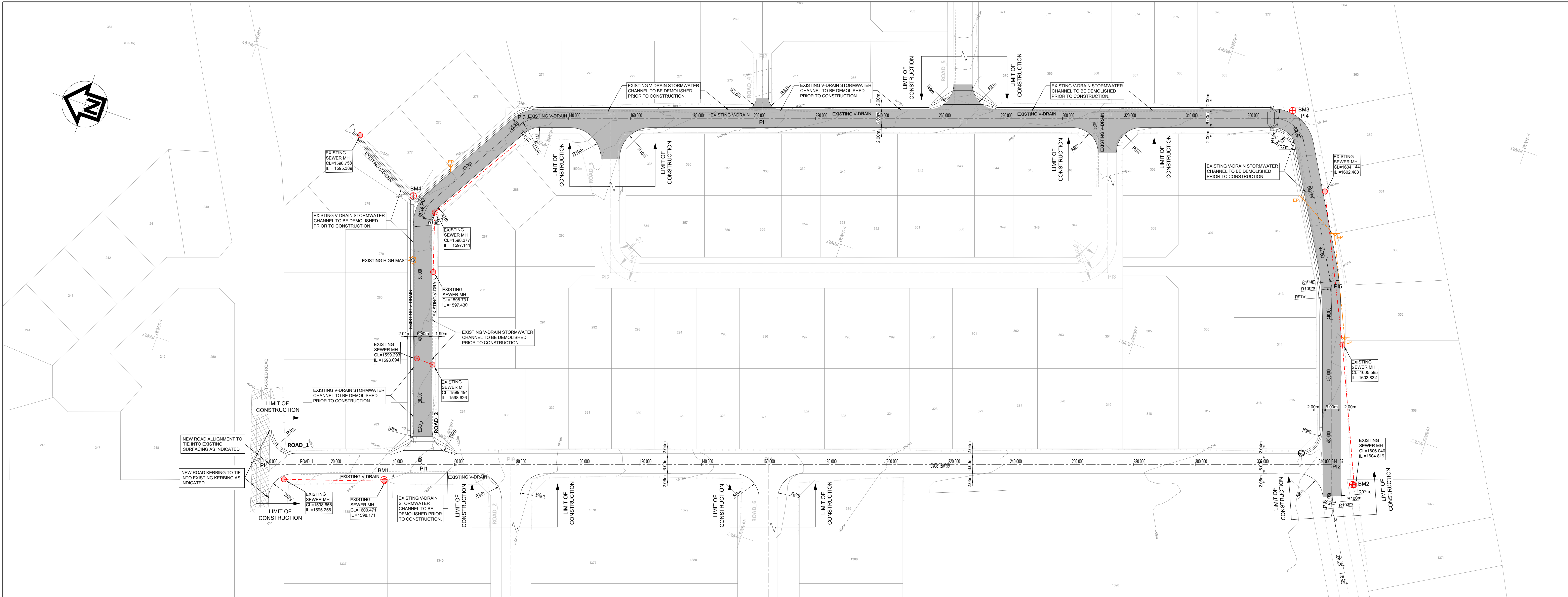


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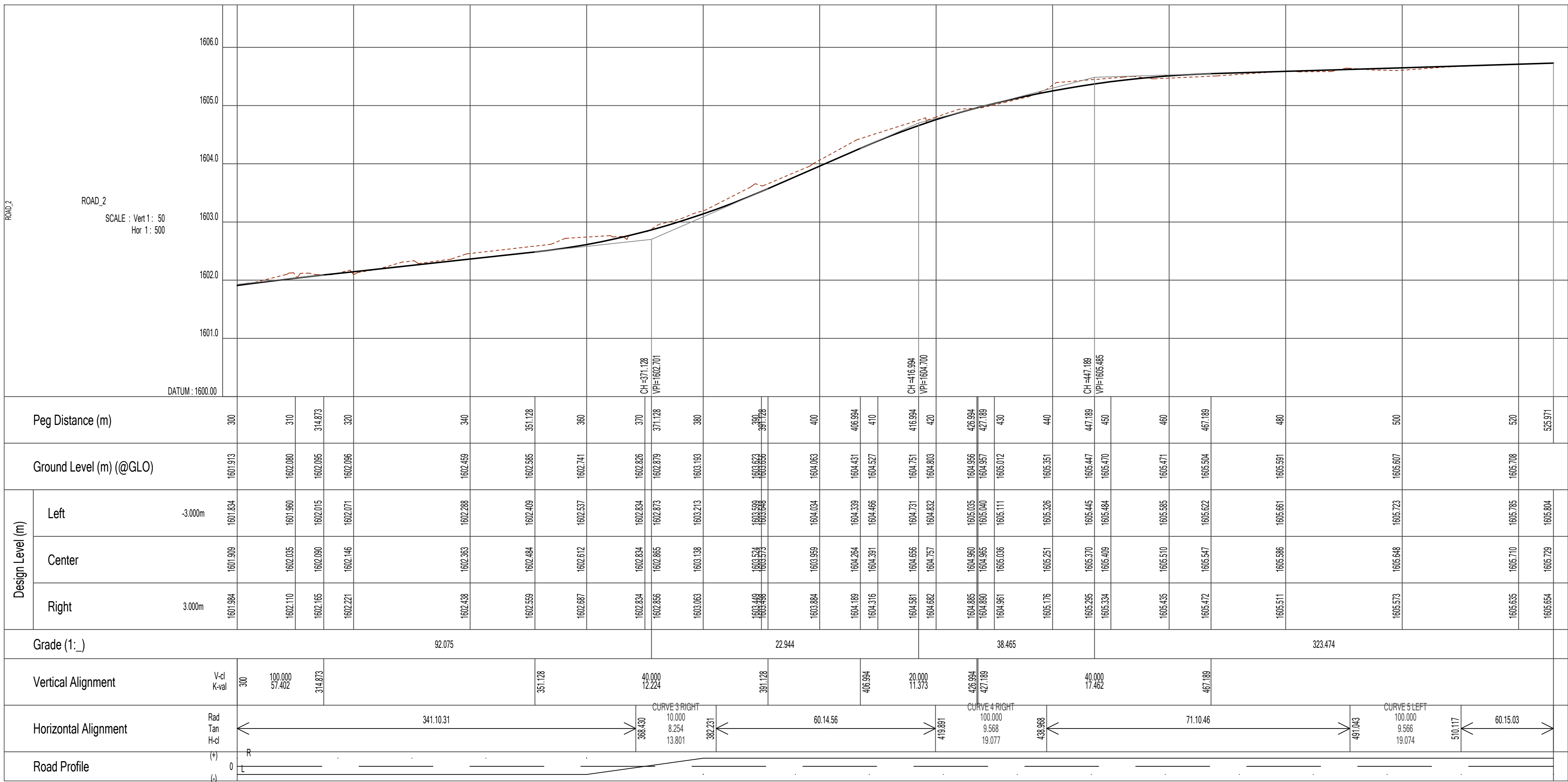
CONSTRUCTION OF ROADS IN  
SIVUKILE, MORGENZON

TITLE			
ROAD_2 GENERAL PLAN LAYOUT & ROAD LONGSECTION SHEET 1 OF 2			
PAPER SIZE	PROJECT NO.	DRWG. NO.	REV.
A0	2021150-CIV-1002		0





PLAN LAYOUT  
SCALE 1:500



Benchmarks

Name	Y-coord	X-coord	Height	Description
BM1	-59980.114	2958484.595	1600.341	12MM IN CONCRETE
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	EXIST. HIGH MAST LIGHT
	EXIST. FENCE

HORIZONTAL ALIGNMENT DATA						
Pino Name	Y	X	Radius	Tr In	Tr Out	Defl.
1	P1	-59980.884	2958484.921		-	-
2	P2	-60067.191	2958488.208	10.00	0.00	0.00 Right
3	P3	-60105.843	2958490.811	10.00	0.00	0.00 Right
4	P4	-60186.524	2958723.474	10.00	0.00	0.00 Right
5	P5	-60178.355	2958725.005	100.00	0.00	0.00 Right
6	P6	-60070.584	2958777.978	100.00	0.00	0.00 Left
7	P7	-60048.884	2958790.582		-	-

VERTICAL ALIGNMENT DATA					
Peg dist.	Elev.	B/c	E/c	CL	Grade(%)
0.000	1600.595	0.000	0.000	0.00	-4.758
27.502	1599.267	12.502	42.902	30.00	-1.953
120.397	1597.481	93.397	150.397	60.00	-2.828
264.871	1601.547	214.871	314.871	100.00	-1.064
371.128	1602.701	351.128	391.128	40.00	-4.358
416.994	1604.700	406.994	426.994	20.00	-2.600
447.189	1605.485	427.189	467.189	40.00	-3.309
525.971	1605.729	525.971	525.971	0.00	0.000

NOTES :

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0	ISSUED FOR CONSTRUCTION / REVISIONS	MAR 2021



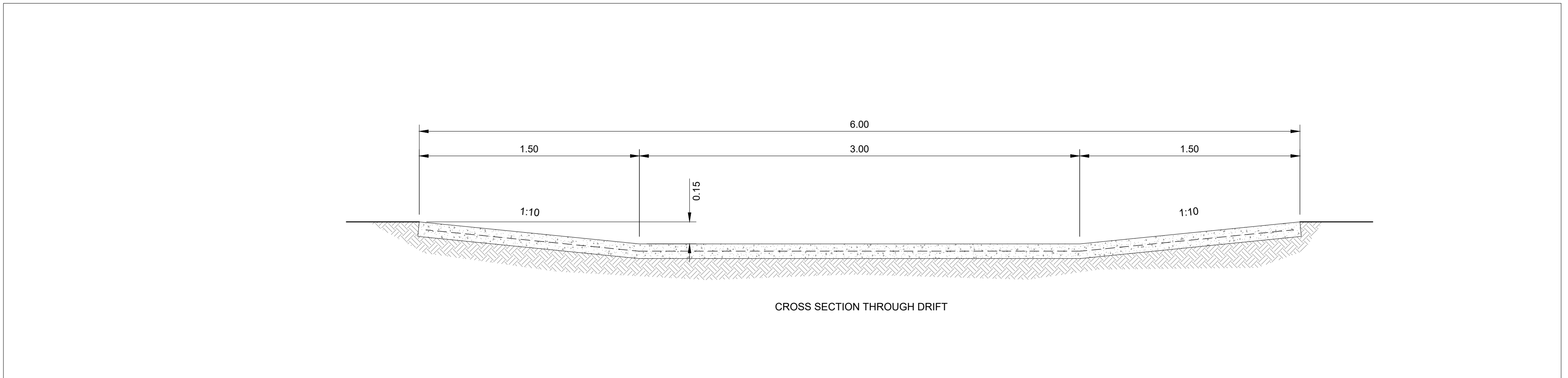
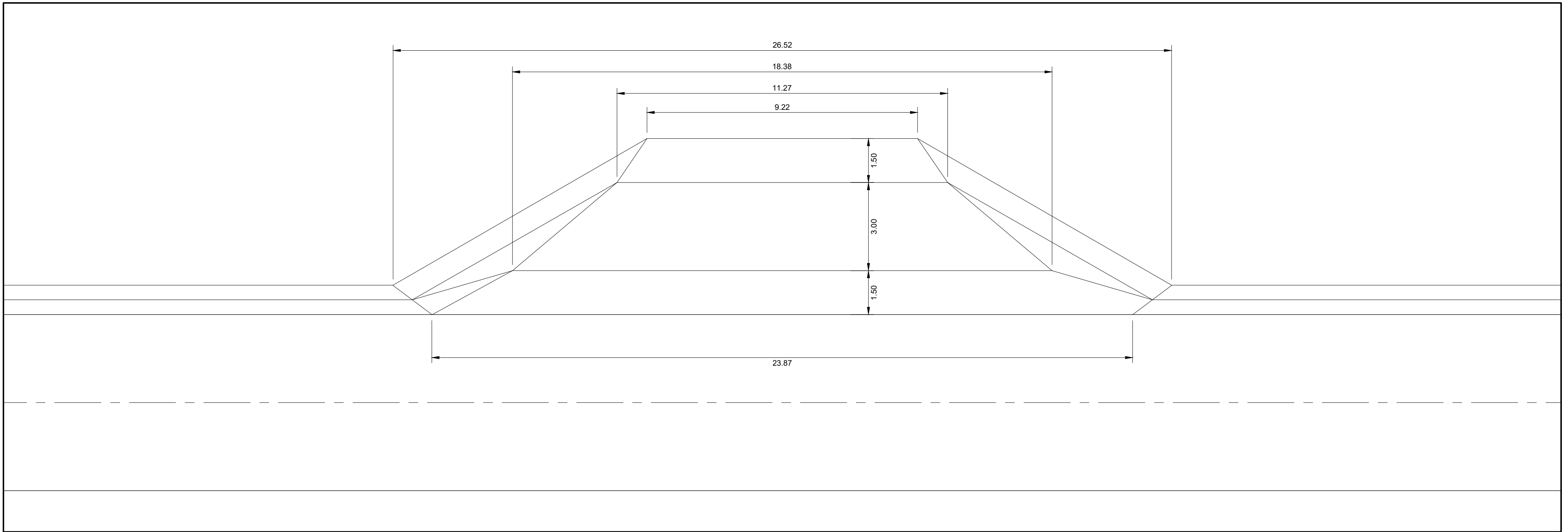
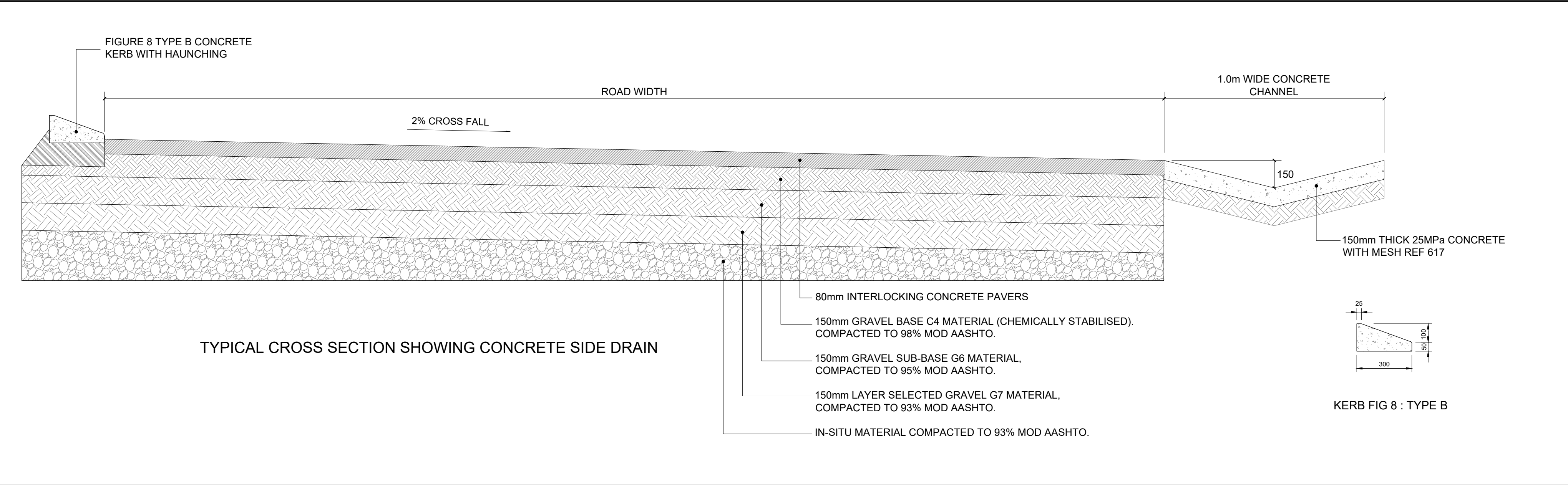
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DESIGNED BY	ZLM		
REVIEWED BY	GM		
DRAWN BY	ZLM		
VERIFIED BY	GM		
QUALITY VALIDATION	GM		
NAKO ILISO			
APPROVED BY	NMBM		

CONSTRUCTION OF ROADS IN  
SIVUKILE, MORGENZON

TITLE	
ROAD_2 GENERAL PLAN LAYOUT & ROAD LONGSECTION SHEET 2 OF 2	

PAPER SIZE	PROJECT NO.	DRWG. NO.	REV.
A0	2021150-CIV-1003		0





## CONSTRUCTION

0	ISSUED FOR CONSTRUCTION	NOV 2021
No.	DESCRIPTION / REVISIONS	DATE



LEKWA LOCAL  
MUNICIPALITY



COMPUTER FILE NAME:			
DATE	NOV 2021	SCALE	AS SHOWN
INITIALS AND SURNAME		SIGNATURE AND DATE	
DESIGNED BY	ZLM		
REVIEWED BY	GM		
DRAWN BY	ZLM		
VERIFIED BY	GM		
QUALITY VALIDATION	GM		
NAKO ILISO			
APPROVED BY	NMBM		

CONSTRUCTION OF ROADS IN  
SIVUKILE, MORGENZON

TITLE  
TYPICAL DRIFT CROSS SECTIONS &  
LAYERWORKS CROSS SECTIONS

PAPER SIZE	PROJECT NO.	DRWG. NO.	REV.
A1	2021150-CIV-2000		0