

**TENDER NUMBER: 67/2023** 

**CIDB GRADING: 7 CE OR HIGHER** 

## **BOOK 1 OF 2**

MAKHADO MUNICIPALITY		CONSULTANTS PRINCIPAL AGENT		
Contact Person: Ms P Mudau		Contact Person: Mr. T.E. Muvhango		
Telephone No.: (015) 516	3044	Telephone No.: (015)	291 4173	
Name of Bidder:		1		
Bid Amount (VAT Incl.):				
<b>Total Points for</b>				
Specific Goals:				
Bidder Address:				
Receipt Number:				
Email Address:				
Contact numbers:	Tel:	Cell:	Fax:	
mig	Municipal   Infrastructure   Grant		UBLIC WORKS PROGRAMME tunities towards human fulfilment	

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# THE TENDER

**PART T1: TENDERING PROCEDURES** 

**PART T2: RETURNABLE DOCUMENTS** 

## **PART T1: TENDERING PROCEDURES**

T1.1	TENDER NOTICE AND INVITATION TO TENDER	T.3
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#### T1.1 TENDER NOTICE AND INVITATION TO TENDER

#### **DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS**

All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from 10 July 2023 at non-refundable amount of R600.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free https://etenders.treasury.gov.za/content/advertised-tender or www.makhado.gov.za.

PROJECT DESCRIPTION		COMPULSORY BRIEFING		ENQUIRIES	_	CLOSING DATE AND TIME
Development of Roads and Stormwater at Tshikota 164 New Stands	functionality	14 July 2023 @ 11H00am at corner Pretorius and Noordwes Street, Louis Trichardt, 0920	7CE or Higher Attach three		8/3/2/1999 Notice No:	07 August 2023 @ 12H00pm

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked "As mentioned above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by no later than "As mentioned above" when all tenders received will be opened in public in the Council Chamber, ground Floor, Civic Centre, No. 83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per the above mentioned table.

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

Bids which are late, incomplete, unsigned or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for

evaluation or not complying with the tender specifications, will not be evaluated and will be disqualified:

- A valid Tax compliance status pin issued by SARS
- A copy of company registration certificate/CK.
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months.
- Attach proof of payment for municipal rates not owing for more than three (03) months
  or formal lease agreement for rental premises or letter from the traditional authority in
  case of non-rateable areas (Attach for both entity and directors of the company)
- Copy of central supplier database report

#### NB:

- All service providers doing business with Makhado Local Municipality are required to register on the CSD (Central Supplier Database).
- A copy of the certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P. Mudau or Mr. M. Ramabulana at Tel No. (015) 519 3044/3024.

**Civic Centre** 

83 Krogh Street

**LOUIS TRICHARDT** 

MR. KM NEMANAME

**MUNICIPAL MANAGER** 

#### 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 in Construction Procurement (SFU) of May 2010, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 - See www.cidb.org.za.

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. In the interpretation of any ambiguity or inconsistency between the Tender Data and the Standard Conditions of Tender, the Tender Data shall have precedence.

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

Cla	ause Number			Tender Data
2.	EMPLOYER	The "Emp	loyer" is "	MAKHADO LOCAL MUNICIPALITY"
	CI. F1.1	The Employer's domicilium citandi et executandi (permanent physical business address) is: Makhado Municipality, Civic Centre, 83 Krogh Street, Makhado.		
		The Empl	oyer's add	dress for communication relating to this project is:
		Private Ba	ag x 2596	, Louis Trichardt, 0920.
3.	TENDER DOCUMENTS	"The follow	wing docu	ments form part of this tender:
	Cl. F.1.2	VOLUME 1 THE TENDER		
		Part T1: Tendering procedures:		
		Part T2:	T1.1 Tender notice and invitation to tender T1.2 Tender Data	
		Part 12:	<ul> <li>Returnable documents</li> <li>T2.1 Returnable Schedules required for Tender Evaluation</li> <li>T2.2 Other Documents required for Tender Evaluation</li> <li>T2.3 Returnable Schedules that will be incorporated into the Contract</li> </ul>	
		THE CONTRACT		
		Part C1:	C1.1 C1.2 C1.3	Contract Data
			C1.4	Performance Guarantee for Material and Equipment not yet Built into the Works

Г		Tender Data
	C1.5	Retention Money Guarantee
	C1.6	Agreement in Terms of the Occupational Health and Safety Act 85 of 1993
	C1.7	Abstracts of the mine health and safety Act No 29 of 1996 and Amendment act No.72 of 1997
	C1.8	Agreement with Adjudicator
	Part C2: Pricing of	data
	C2.1 C2.2 C2.3	•
		of work
	C3.1 C3.2 C3.3 C3.4 C3.5	Engineering Procurement
		formation
	C4.1	Site Information
	C4.2	Locality Plan
	Part C5: Annex	ures
	C5.1 :	Proforma Documents
	C5.2 :	Baseline Risk Assessment
	C5.3:	Contract Drawings List
	VOLUME 2	
	• Te	nder Drawings
4. <u>EMPLOYER'S</u> AGENT	The Employer's ag	ents are:
CI. F.1.4	a) Principal Ager Mont Consulting I	Engineers
	Physical Address: 29 Bendor Drive	Postal Address: P.O.BOX 1249
	Pro-Park,Pro Arch	
	Bendor,Polokwane	
	0699 Tel.: (015) 291 417	0787 3 Fax: (015) 291 4218
	E-mail: admin@mo	, ,
5. TENDERER'S OBLIGATIONS		
5.1.Eligibility		only be submitted if the Tenderer satisfies the criteria stated

Clause Number	Tender Data
Cl. F.2.1	in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.
	Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>7CE</b> or higher class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client
	(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and
	(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract
	are eligible to submit tenders.
	Joint ventures are eligible to submit tenders provided that:
	every member of the joint venture is registered with the CIDB or can provide proof of having registered;
	2. the lead partner has a contractor grading designation in the <b>7 class</b> of construction work; and
	<ol> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 class of construction work are eligible to submit tenders.</li> </ol>
5.2. Site Visit	The arrangements for a compulsory pre-tender meeting are:
and Clarification	Location: Corner Pretorius and Noordwes Street, Makhado, 0920
Meeting	Date : 14 July 2023
Cl. F.2.7	Time : 11H00
5.3. <u>Insurance</u> Cl. F.2.9	No insurance cover will be provided by the Employer.
5.4. <u>Alternative</u> <u>Tender</u> <u>Offers</u> CI. F. 2.12	Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third-party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements:

Clause Number	Tender Data
	5.4.1. <u>Tenders</u>
	An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in <b>the same envelope as the main tender offer</b> , together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted. Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.
	Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third-party registered engineer, accomplished in such specific field of practice.
	5.4.2. <u>Preliminary calculations</u>
	Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.
	5.4.3. <u>Preliminary drawings</u>
	Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.
	5.4.4. Quantities
	Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or colouring and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).
	5.4.5. <u>Further details</u>

Clause Number	Tender Data
	Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.
	5.4.6. Preliminary adjudication of alternative designs
	The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly.
	5.4.7. Acceptance of alternative design
	The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer.
	5.4.8. Final drawings and calculations and the priced schedule of quantities
	Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained.
	Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor.

Clause Number	Tender Data
	No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design.
	5.4.9. Responsibility for alternative design
	The approval of a design by the Employer's Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged.  Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.
	requirements.
	5.4.10. Indemnity
	Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.
5.1. Submitting a	5.5.1. Whole of the Works (Cl. F.2.13.1)
Tender Offer Cl. F2.13	Tenderers shall offer to provide for the whole of the Works identified.
	5.5.2. Original tender documents (Cl. F2.13.3)
	The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required.
	5.5.3. Marking of Tender Submissions (Cl. F2.13.5)
	The complete tender documents shall be enclosed and sealed in a single envelope, marked:
	"BID NO. 67/2023: DEVELOPMENT OF ROADS AND STORMWATER AT
	TSHIKOTA 164 NEW STANDS"
	The Employer's address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at:
	The Foyer of Civic Centre, 83 Krogh Street, Louis Trichardt.

5.5.4 Two envelope system (Cl. F.2.13.6)
A two-envelope procedure will not be followed.
5.5.5. <u>Closing time</u> (Cl. F.2.15)
The closing time for submission of tender offers is: 12H00
Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.
5.5.6. <u>Tender offer validity</u> (Cl. F.2.16)
The tender offer validity period is <b>90 days</b> after tender closing date.
5.5.7. Clarification of tender offer after submission (Cl. F.2.17)
Delete the last part of the second sentence, commencing with the word "and". Furthermore, delete the last two sentences of Cl. F2.17.
Add the following sentence: "The rates stated by the Bidder shall be binding".
5.5.8. Provide other Material (Cl. F.2.18.1)
Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder's commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive.
5.5.9. Certificates (Cl. F.2.23)
The following certificates are to be provided with this tender:
<ul> <li>a) Provide a valid Central Supplier Database (CSD) number.</li> <li>b) Compensation Fund registration certificate</li> <li>c) Certificate of Contractor Registration issued by the Construction Industry</li> <li>Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> </ul>

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Clause Number	Tender Data	
	A minimum grading of <b>7 CE or Higher</b> is required.	
	Important Note:	
	Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data	
6. EMPLOYER'S UNDERTAKING		
6.1. Opening of Tender	The time and location for opening of the tender offers are:  12:00 on 07 August 2023	
Submissions Cl. F3.4	Location: The Tender Box The Fever of Civic Centre	
	The Foyer of Civic Centre, 83 Krogh Street,	
	Louis Trichardt.	
6.2. Arithmetical	Delete Clause 3.9.1	
<u>Errors</u>		
	Insert the following new clause	
Cl. F.3.9	F.3.9.1 Check responsive bids 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.	
	F3.9.2 Check the highest ranked bid or bidder with the highest number of bid evaluation points after the evaluation of bid offers in accordance with F.3.11 for:	
	<ul> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> </ul>	
	c) arithmetic errors in:	
	<ul> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> </ul>	
	ii) the summation of the prices	
	F.3.9.3 Notify the bidder of all errors or omissions that are identified in the bid offer and either confirm the bid offer as bid or accept the corrected total of prices.	
	F.3.9.4 Where the bidder elects to confirm the bid offer as bid, 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	

Cla	ause Number	Tender Data
		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 shall govern and the tenderer will be asked to revised selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
7.	EVALUATION OF BIDS	The procedure for evaluation of responsive Bid offers is Method 2, viz. the case of a financial offer and preferences.
	CI. F.3.11	The Employer's Preferential Procurement Policy applicable to this Bid and based on the Preferential Procurement Policy Act, 2000 (Act No. 5 of 2000) is set out here following:
		7.1 Business Registration
		Prospective Bidders shall be registered:
		<ul> <li>a) with the South African Revenue Services for all categories of taxes applicable to it.</li> </ul>
		b) with the Compensation Commissioner
		c) with the Construction Industry Development Board.A minimum grading of <b>7 CE or higher</b> is required.
		7.2 Preference Point System
		Refer to form as Preference Points Claim form in Terms of the Preferential Procurement Regulations 2022 (MBD 6.1) in the Returnable Schedules.
		Contractors must also supply copies of a joint venture, CC's or any other agreements that clearly indicates ownership and % shareholding.
		If no SARS and Tax Clearance Certificates are attached the bid will be disqualified.
8.	<u>ACCEPTANCE</u>	Tender offers will only be accepted if:
	OF TENDER OFFER CI. F3.13	<ul> <li>a) The bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South Africa Revenue Services or in case wherein the Bidder provide the municipality with a printed tax clearance from e-filing, it is compulsory that the bidder provide municipality with tax compliance status pin for verification;</li> </ul>
		b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.

Clause Number	Tender Data
	A minimum grading of <b>7CE or Higher</b> is required for the main contractor;
	c) The bidder has demonstrated previous experience with the type of work required under this contract having successfully completed projects of similar scope and size.
	d) The bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
	e) The bidder has not abused the Employer's Supply Chain Management System.
	f) The bidder has not failed to perform on any previous contract.
	g) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
9. PROVIDE COPIES OF THE CONTRACT DOCUMENT CI. F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.
10. Proof of  Availability of  Staff with LI  Competencies	Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders
11. Requirement for submission of names of LI staff	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.

#### **EVALUATION CRITERIA**

The bids will be evaluated in two stages. The first stage will check whether the bidders have submitted all documents as requested on the advert. Although functionality does not form part of the final tender points scoring for award purpose, tenderer will be assessed for responsiveness and functionality first and if the tender is not responsive or meet the minimum functionality score, the tenderer will be eliminated and not considered further for second stage of evaluation.

The second stage of the evaluation will be based on Price (80) and Specific goals (20).

Detailed points scoring for functionality are as follows:

#### COMPETENCE ACHIEVEMENT/FUNCTIONALITY SCHEDULE

#### **TABLE A1: REPUTATION AND REFERENCES**

	TARGETED GOALS  Name reference with contact details (Previous 5 years, Projects involving Road)	Max Points to be Scored	Points Claimed by Tenderer	Allocated Points
1	Project 1	8		
2	Project 2	8		
3	Project 3	8		
4	Project 4	8		
5	Project 5	8		
	Sub-Total: Reputation and References	40		

The bidder should clearly demonstrate company experience on similar projects and past performance in Roads and Stormwater Construction.

NB: Appointment letters indicating the project value, completion certificates of completed projects and reference letters with contactable references must be attached a per the above score card.

- Roads and Stormwater Construction completed within the municipality environment, RAL and SANRAL.
- Completed works with Minimum CIDB grading of 7CE or higher in the past 5 years.
- 8 points will be awarded for each project (minimum of 5 Projects required) as per requirements above to a maximum of 40 points.

7CE: 8 points
 6CE: 6 points
 5CE: 4 points
 4CE: 3 points
 3CE: 2 points
 2CE: 1 point

#### NOTE:

- Projects that DO NOT meet the requirements as mentioned above WILL NOT BE ACCEPTED.
- Project where the contractor was a sub-contractor will NOT get any points.
- ONLY Completed Projects will score points.

#### **TABLE A2: FINANCIAL REFERENCES**

	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Tenderer submitted banking details proof attached	2		
2	Bank rating of "C" or better	5		
3	Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3		
	Sub-Total: Financial References	10		

# TABLE A3: EXPERIENCE AND QUALIFICATION OF KEY STAFF Table A3.1 Experience

	TARGETED GOALS	Points Allocation	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: 10 years post registration	>10 yrs=5 6-9 yrs=3		
	Experience in Roads Projects	3-5 yrs=2 1-2yrs=1		
2	Site Agent: 08 years post registration Experience in	>8 yrs=5		
	Roads Projects	5-7 yrs=3 3-4 yrs=2		
		1-2yrs=1		
3	Foreman: 5 years in Roads Projects	>5 yrs=3		
		4 yrs=1.5		
		3 yrs=1		
		1-2yrs=0.5		
4	Health and Safety Officer: 5 years post registration	>5 yrs=2		
	Experience as OHS in Civil Engineering Construction	4 yrs=1 3 yrs=0.5		
		1-2yrs=0.25		
	Sub-Total: Experience	15		

NOTE: Project organogram should be attached. Curriculum vitae with detailed experience and contact details should be attached to the tender document for verification by the consultants.

#### **Table A3.2 Qualifications**

	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: Civil Engineering or construction management	ECSA Reg = 2 BSc = 3		
	<ul> <li>Must be ECSA registered (2 Points)</li> <li>BSc: Civil Engineering Degree (3 Points)</li> </ul>	B-Tech /PrCPM = 2 ND = 1		
	Boc. Civil Engineering Degree (3 Points)	N6 = 0		

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2	Site Agent: Civil Engineering or construction management or project management  Must be ECSA registered (2 Points)	ECSA Reg = 2 BSc/B-Tech = 2 ND = 1 NQF 5 = 1	
	BSc/ B-Tech: Civil Engineering Degree (2)	N6 = 0	
	Points)		
	NQF 5 Certificate (1 Points)		
3	Foreman	ND = 3	
	<ul> <li>NDip: Civil Engineering Degree (3 Points)</li> </ul>	NQF 7 =2	
		N6 = 2	
		N3= 1.5	
		NQF5= 1.5	
		NQF 4= 1	
		NQF 3= 0.5	
4	Health and Safety Officer 5 years of experience as OHS in Road projects Registered with SACPCMP as Construction Health and Safety Officer (2 points)	CHSO = 2 Points	
	Sub-Total: Qualifications	15	

CV's and Certified Qualifications should be attached.

**TABLE A4: PLANT AND EQUIPMENT** 

	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1.	Grader: No (1)	3		
2.	TLB: No (1)	2		
3.	Excavators: No (1)	5		
4.	Water Cart: No (2) (10 000 litre)	2		
5.	10 m³ Tipper Trucks: No (5)	5		
6.	Vibratory Roller 12 ton:No (1)	1		
7.	Pad Foot Roller 8 ton: No (1)	1		
8.	LDV: No (2)	1		
	Sub-Total: Plant and Equipment	20		

Note: Tenderers should attach certified proof of ownership certificate for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer becomes a successful bidder. The hiring company should also provide proof of ownership for such plants (For hiring, tenderers will only receive 50% of the full points for Plant and Equipment).

### **TABLE A5: SUMMARY**

DESCRIPTION	Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
REPUTATION AND REFERENCE OF THE COMPANY:			
TABLE A1	40		
FINANCIAL REFERENCES: TABLE A2	10		
EXPERIENCE OF KEY STAFF: TABLE A3.1	15		
QUALIFICATION OF KEY STAFF: TABLE A3.2	15		
PLANT AND EQUIPMENT: TABLE A4	20		
TOTAL	100		

Minimum functionality requirements of seventy percent (70%) or 70 points required for further evaluation.

The 80/20-point scoring system will be used on second stage of evaluation.

## **PART T2: LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

T2.1	LIST OF RETURNABLE SCHEDULES	. T.20
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	. T.61
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE	
	CONTRACT	.T.99

### T2.1 LIST OF RETURNABLE SCHEDULES

T2.1 A	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING T.21
T2.1 B	DECLARATION OF GOOD STANDING REGARDING TAXT.24
T2.1 C	PRICING SCHEDULE – FIRM PRICEST.27
T2.1 D	PRICING SCHEDULE – NON-FIRM PRICEST.28
T2.1 E	DECLARATION OF INTERESTT.31
T2.1 F	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)
T2.1 G	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
T2.1 H	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENTT.42
T2.1 I	CONTRACT FORM - PURCHASE OF GOODS/WORKS
T2.1 J	CONTRACT FORM – RENDERING OF SERVICEST.48
T2.1 K	CONTRACT FORM – SALE OF GOODS/WORKS
T2.1 L	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICEST.52
T2.1 M	CERTIFICATE OF INDEPENDENT BID DETERMINATIONT.54
T2.1 N	CURRICULUM VITAE OF CONTRACT MANAGER AND QUALIFICATIONS T.57
T2.1 O	CURRICULUM VITAE OF SITE AGENT AND QUALIFICATIONST.589
T2.1 P	CURRICULUM VITAE OF FOREMAN AND QUALIFICATIONST.59
T2.1 Q	CURRICULUM VITAE OF SAFETY OFFICER AND QUALIFICATIONS T.60

MBD 1

# T2.1 A INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY								
BID NUMBER:	67/202	23	CLOSING DATE:	07 August 2023	CLO	SING TIME:	12:00HRS	
DESCRIPTION	DEV	ELOPMENT C	F ROADS AN	D STORMWATE	R AT	TSHIKOTA 164 NEW	/ STANDS	
BID RESPONSE	BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
MAKHADO MUNI	ICIPAL	LITY OFFICES						
THE FOYER OF	CIVIC (	CENTRE, 83 KRC	OGH STREET					
MAKHADO								
0950								
BIDDING PRO DIRECTED TO	CEDU	re enquirie	S MAY BE	TECHNICAL ENQU	JIRIES	S MAY BE DIRECTED TO:		
						Ms. DG Siboiboi or		
CONTACT PERS	ON	Ms P Mudau		CONTACT PERSO	NC	Ms. L Thulare		
TELEPHONE NUMBER		(015) 519 3000		TELEPHONE NUMBER		(015) 519 3000		
FACSIMILE NUM	BER	(015) 519 1195		FACSIMILE NUMI	BER	(015) 519 1195		
E-MAIL ADDRES	S	mudaup@mak	hado.gov.za	E-MAIL ADDRESS	3	livhuwant@makhado.gov.za		
SUPPLIER INFO	RMATI	ON						
NAME OF BIDDER							-	
POSTAL ADDRES	POSTAL ADDRESS							
STREET ADDRES	STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER				

**TENDER No: 67/2023** 

CELLPHONE NUMBER										
FACSIMILE NUMBER	CODE		NUM	1BER						
E-MAIL ADDRESS										
VAT REGISTRATION NUMBER										
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA					
B-BBEE STATUS	TICK APPLI	CABLE BOX]	B-BE	BEE STATUS	[TICK APPLICABLE BOX]					
LEVEL VERIFICATION CERTIFICATE	☐ Yes	□No	LEV AFF	EL SWORN IDAVIT	☐ Yes ☐ 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]										
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No		BAS FOR /SEF /WO	ARE I A FOREIGN ED SUPPLIER THE GOODS RVICES RKS ERED?	☐Yes  [IF YES, ANSWER PART B:3]	□No				
QUESTIONNAIRE TO	BIDDING FOREIG	N SUPPLIERS								
IS THE ENTITY A RES	IDENT OF THE R	EPUBLIC OF SOL	JTH AI	FRICA (RSA)	☐ YES ☐ NO					
DOES THE ENTITY HA	AVE A BRANCH IN	I THE RSA?			☐ YES ☐ NO					
DOES THE ENTITY HA	AVE A PERMANEN	NT ESTABLISHME	ENT IN	THE RSA?	☐ YES ☐ NO					
DOES THE ENTITY HA	AVE ANY SOURCE	OF INCOME IN	THE R	RSA	☐ YES ☐ NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI										
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 BELOW.										

#### PART B: TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 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 TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. THROUGH THE SARS WEBSITE, WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS/PIN/CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE	PARTICULARS MAY RENDER THE BID INVALID
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
(Proof of authority must be submitted, e.g. Company	Resolution)
DATE:	

MBD2

#### T2.1 B DECLARATION OF GOOD STANDING REGARDING TAX

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

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



TAX CLEARANCE

**TCC 001** 

# Application for a Tax Clearance Certificate

Purpose																						
Select the applicable	option .									 					Те	ende	rs	G	ood	star	ndin	g
If "Good standing",	If "Good standing", please state the purpose of this application																					
Particulars of app	licant																					
Name/Legal name											T		T				T	Т		Т	T	
(Initials & Sumame or registered name)											İ		İ					İ		İ	İ	
Trading name (if applicable)																						
(п аррпсавіе)								Ш			I									$\Box$		
ID/Passport no									Com regis			Corp	. [							I	I	
Income Tax ref no									···			P	AYE	ref no	7							
VAT registration no	4											:	SDL	ref no	L							
Customs code													UIF	ref no	U					I	I	
Telephone no	С	0 D	Е	]-[[	N	U M	В	E R		Fax		C	D	Е	-		N U	M	В	Е	R	
E-mail address																						
Physical address							T	П			Т		T		T							
											İ		Ì		Ì			İ				
																				$\Box$		
Postal address																						
																				I		

# Particulars of representative (Public Officer/Trustee/Partner)

Surname	
First names	
ID/Passport no	Income Tax ref no
Telephone no	CODE - NUMBER FAX CODE - NUMBER
E-mail address	
Physical address	

Page 1 of 2

#### TENDER No: 67/2023

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

Particulars of tende	er (If applicable)				
Tender number					
Estimated Tender amount	2		,		
Expected duration of the tender	year(s)				
Particulars of the 3 I	argest contracts previ	ously awarded			
Date started	Date finalised	Principal	Contact person	Telephone number	Amount
Audit					
			/hh		VEC. NO.
If "YES" provide deta	vare of any Audit inves ails	stigation against you	/tne company?		YES NO
Annointment of ren	oresentative/agent (	Power of Attorne	w)		
				- 1 0 11	
I the undersigned co	onfirm that I require a	Tax Clearance Certif	ricate in respect or	Tenders or Goodstar	naing.
I hereby authorise a	nd instruct Tax Clearance Certific	ata an mulaus baba	ı.e	to apply to an	d receive from
SARS the applicable	lax Clearance Certific	ate on my/our bena	п.		
					/_WW_DDD
Signatu	ire of representative/a	gent		0 0 1 1	Date
Name of	re or representative/a	gent			Date
representative/					
agent					
Declaration					
		.h.' P		- d	d
respect.	ormation furnished in	this application as v	well as any supporting	g documents is true an	d correct in every
				CCYY	( - M M - D D
Signatur	e of applicant/Public C	Officer			Date
Name of applicant/ Public Officer					
Public Officer					
Notes:					
	nce to make a false declar	ation			
	ncome Tax Act, 1962, stat				
			nent as and when requir	ed by or under this Act; o	r
. ,	cause shown by him, refu	•	and when requir	22 37 or ander and nety o	
	, produce or make availab	_	cuments or things;		
	o or answer truly and fully		•		
., .,	required in terms of this				
		,		form is completed in fu	ull.
				entity Document or Passpo	
as applicable.					

Page 2 of 2

**MBD 3.1** 

# T2.1 C PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE:

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

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

TEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO. (average) **(ALL APPLICABLE INCLUDED) **(ALL ALL APPLICABLE INCLUDED) **(ALL ALL APPLICABLE INCLUDED) **(ALL ALL APPLICABLE INCLUDED) **(ALL ALL ALL ALL ALL ALL ALL ALL ALL ALL	Closi	of Bidderg Time		Closing Dat	OF BID.	
Required by:  At:  Brand and Model  Country of Origin  Does the offer comply with the specification(s)?  If not to specification, indicate deviation(s)  Period required for delivery  *Delivery: Firm/Not firm	URRE O.	NCY	DESCRIP			TAV50
- At:  - Brand and Model  - Country of Origin  - Does the offer comply with the specification(s)?  - If not to specification, indicate deviation(s)  - Period required for delivery  *Delivery: Firm/Not firm				**(ALL	APPLICABLE	TAXES
- Brand and Model - Country of Origin - Does the offer comply with the specification(s)? *YES/NO - If not to specification, indicate deviation(s) - Period required for delivery *Delivery: Firm/Not firm		Required by:				
- Brand and Model - Country of Origin - Does the offer comply with the specification(s)? *YES/NO - If not to specification, indicate deviation(s) - Period required for delivery *Delivery: Firm/Not firm		At:				
- Country of Origin  - Does the offer comply with the specification(s)? *YES/NO  - If not to specification, indicate deviation(s)  - Period required for delivery *Delivery: Firm/Not firm						
- Does the offer comply with the specification(s)?  - If not to specification, indicate deviation(s)  - Period required for delivery  *Delivery: Firm/Not firm		Brand and Model				
- If not to specification, indicate deviation(s) - Period required for delivery  *Delivery: Firm/Not firm		Country of Origin				
- Period required for delivery *Delivery: Firm/Not firm		Does the offer comply with the speci	fication(s)?		*YES/NO	
*Delivery: Firm/Not firm		f not to specification, indicate deviat	ion(s)			
- Delivery basis		Period required for delivery		*De	elivery: Firm/Not firm	
		Delivery basis				

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

<sup>\*\* &</sup>quot;all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

<sup>\*</sup>Delete if not applicable

**MBD 3.2** 

# T2.1 D PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Tender	er	ender No.							
Closing Time Closing Date									
OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF TENDER.									
ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)						
- Required by:									
- At:									
<ul><li>Brand and mo</li><li>County of orig</li></ul>									
	r comply with the spe	. ,	*YES/NO						
- Period require	ed for delivery								
- Delivery	·		*Firm/Not Firm						
** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.									

<sup>\*</sup>Delete if not applicable

**MBD 3.2** 

#### **PRICE ADJUSTMENTS**

#### A NON-FIRM PRICES SUBJECT TO ESCALATION

- 1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- 2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original** bid price and not an escalated price.

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc.

The total of the various factors D1,D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors

used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm

i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

 Index "x" = 0.10.
 Dated........
 Index Labour "a" = 0.15
 Dated.......

 Index Plant "b" = 0.2
 Dated........
 Index Material "c" = 0.55
 Dated.......

 Index Fuel "e" = 0.1
 Dated........

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE
Labour	
Plant	
Material	
Fuel	

**MBD 3.2** 

#### B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

MBD 4

#### T2.1 E DECLARATION OF INTEREST

**TENDER No: 67/2023** 

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

3.1	Full Name:	
3.2	Identity Number:	
3.3	Company Registration Number:	
3.4	Tax Reference Number:	
3.5	VAT Registration Number:	
3.6	Are you presently in the service of the state*	YES / NO
3.6.1	If so, furnish particulars.	
3.7	Have you been in the service of the state for the past twelve months?	YES / NO
3.7.1	If so, furnish particulars.	

- \* 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
  - (g) provincial legislature.

T.31

3.8	e state					
	and who may be involved with the evaluation and or adjudication of this bid?					
3.8.1	If so, furnish particulars.					
3.9	Are you, aware of any relationship (family, friend, other) between a bidder and any p the service of the state who may be involved with the evaluation and or adjudication bid?					
		YES / NO				
3.9.1	If so, furnish particulars					
3.10	Are any of the company's directors, managers, principal shareholders or stakeholde service of the state?	rs in				
		ES/NO				
3.10.1	•					
3.11	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	V=0 (N0				
3.11.1		YES / NO				
J. 11.						

CERTIFICATION	
I, THE UNDERSIGNED (NAME)	
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT	
I ACCEPT THAT THE STATE MATO BE FALSE.	Y ACT AGAINST ME SHOULD THIS DECLARATION PROVE
Signature	Date
Position	Name of Bidder

MBD 5

# T2.1 F 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:

	Free me remaining durantument	
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.	
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 serv the Republic, and, if so, what po of payment from the municipality be transferred out of the Republi	rtion and whether any portion // municipal entity is expected to
4.1.If yes, furnish particulars	
	CERTIFICATION
I, THE UNDERSIGNED (NAME)	
CERTIFY THAT THE INFORMATION FU	JRNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT	AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.	
Signature	
Signature	Date
Position	Name of Bidder

**MBD 6.1** 

# T2.1 G PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to 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 To be completed by the organ of state

- (a) The applicable preference point system for this tender is the 90/10 preference point system.
- (b) The applicable preference point system for this tender is the 80/20 preference point system.
- (c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. **DEFINITIONS**

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

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

Where

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Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P max}{P max}\right)$$
 or  $Ps = 90\left(1 + \frac{Pt - P max}{Pmax}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system)  (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified ID copy)	N/A	06	N/A	
Disability (Attach Disability letter from a doctor)	N/A	04	N/A	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3	Name	e of company/firm
4.4	Comp	pany registration number:
4.5	TYF	PE OF COMPANY/ FIRM
		Partnership/Joint Venture / Consortium
		One-person business/sole propriety

	Close corporation
	Public Company
	(Pty) Limited
	Non-Profit Company
	State Owned Company
TICK	APPLICABLE BOX]

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

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

**MBD 6.2** 

#### T2.1 H DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard 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, 2022 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y}\right) \times 100$$

Where

x imported content

y bid price 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, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:
  - the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
  - this declaration certificate is not submitted as part of the bid documentation.

#### 2. Definitions

- 2.1. "bid" includes advertised competitive bids, written price quotations or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "**contract**" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content:
- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 (CLOSE CORPORATION, PARTNERSHIP OR INDIVID			
IN RESPECT OF BID No.			
ISSUED BY: (Procurement Authority / Name of Institution):			
NB The obligation to complete, duly sign and submit this declaration canrexternal authorized representative, auditor or any other third party acting o	not be transferred to an		
I, the undersigned			
do hereby declare, in my capacity as			
(a) The facts contained herein are within my own personal knowledge.			
(b) I have satisfied myself that the goods/services/works to be delivered specified bid comply with the minimum local content requirements as specimeasured in terms of SATS 1286.			
(c) The local content has been calculated using the formula given in claus rates of exchange indicated in paragraph 4.1 above and the following figur			
Bid price, excluding VAT (y)	R		
Imported content (x)	R		
Stipulated minimum threshold for Local content (paragraph 3 above)			
Local content %, as calculated in terms of SATS 1286			

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (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.
- (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, may result in the Procurement Authority / Institution

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imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).				
SIGNATURE:	DATE:			
WITNESS No. 1	DATE:			
WITNESS No. 2	DATE:			

**MBD 7.1** 

#### T2.1 I **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)	WITNESSES
CAPACITY	1
SIGNATURE	2
NAME OF FIRM	 DATE
DATE	DATE:

**MBD 7.1** 

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

				in	my	capacity
					itedl in the annexure(s).	for the supply of
2. A	n official ord	er indicating	delivery instru	ctions is forthcor	ming.	
C					ered in accordance v ceipt of an invoice ac	
ITEM NO.	APPLI TA	E (ALL ICABLE XES UDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
4. I d	confirm that	I am duly au	ıthorized to sigr	this contract.		
SIGNED /	AT			O	N	
NAME (PI	RINT)					
` SIGNATU						
OFFICIAL	. STAMP					
					WITNESSES	
					1	
					2	
					DATE	

**MBD 7.2** 

#### T2.1 J CONTRACT FORM – RENDERING OF SERVICES

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

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

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

NAME (PRINT)	WITNESSES
CAPACITY	1
SIGNATURE	2
NAME OF FIRM	DATE:
DATE	DATE:

# CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	I	ir	n my capacity			
				dateder specified in the ar		
2.	An official order indicating delivery instructions is forthcoming.					
3.	I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.					
DE	ESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)	
4. SIGN	SIGNED ATON					
NAME (PRINT)SIGNATURE						
OFFIC	CIAL STAMP			WITNESSES 1		
				2		
				DATE		

**MBD 7.3** 

#### T2.1 K CONTRACT FORM – SALE OF GOODS/WORKS

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

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)	WITNESSES
CAPACITY	1
SIGNATURE	
NAME OF FIRM	DATE:
DATE	DATE:

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

# CONTRACT FORM – SALE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	I	in my capacity as			
		bid under reference number			
	of goods/wor	ks indicated hereunder and/	or further specific	ed in the annexure(s	).
2.	I undertake t	o make the goods/works ava	ilable in accordar	nce with the terms ar	nd conditions of the
	contract.				
ITEN NO.		DESCRIPTION	APPI	CE (ALL LICABLE INCLUDED)	
3.	I confirm tha	t I am duly authorized to sign	this contract.	<u> </u>	
SIGNE	D AT		ON	N	
	,				
SIGNA					
OFFIC	AL STAMP			WITNESSES	
				1	
				2	
		L		DATE	

MBD 8

# T2.1 L DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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1tem 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?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by	Yes Yes	No No
4.1.1	clicking on its link at the bottom of the home page.  If so, furnish particulars:  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	Yes	No 🗀
4.2.1	Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.  If so, furnish particulars:		

ltem	Question		Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (in a court of law outside the Republic of South Africa) for fraud or corruduring the past five years?		Yes	No
4.3.1	If so, furnish particulars:			
4.4	Does the bidder or any of its directors owe any municipal rates and or municipal charges to the municipality / municipal entity, or to any municipality / municipal entity, that is in arrears for more than three months?	/ other	Yes	No
4.4.1	If so, furnish particulars:	,		
4.5	Was any contract between the bidder and the municipality / municip or any other organ of state terminated during the past five years on of failure to perform on or comply with the contract?		Yes	No
4.7.1	If so, furnish particulars:			
	CERTIFICATION			
CER	E UNDERSIGNED (FULL NAME)TIFY THAT THE INFORMATION FURNISHED ON THIS IS AND CORRECT.	DECLAR	RATIO	 N FORM
	CEPT THAT, IN ADDITION TO CANCELLATION OF A BE TAKEN AGAINST ME SHOULD THIS DECLARA SE.		•	
Sign	ature D	oate		
 Posit	tion Na	me of Bi	idder	

MBD 9

#### T2.1 M CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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.
- 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>&</sup>lt;sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>&</sup>lt;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.

<sup>&</sup>lt;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.

#### 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 e	very 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:

l	a	) prices
١	u	Piloco

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

Signature	Date
Position	Name of Bidder

### T2.1 N CURRICULUM VITAE OF CONTRACT MANAGER AND QUALIFICATIONS

Name:	Date of Birth:
Profession:	Nationality:
Qualifications:	·
Professional Registration Number:	
Name of Employer (Firm):	
Current Position: Years with the firm:	
Employment Record: (List in chronological order stating with e	arliest work experience)
Experience Record Pertinent to Required Service	
Certification I, the undersigned, certify that to the best of my knowledge and be my qualifications and my experience.	pelief, this data correctly describes me,
Signature	Date:

#### T2.1 O CURRICULUM VITAE OF SITE AGENT AND QUALIFICATIONS

Name:	Date of Birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (Firm):	
Current Position:	Years with the firm:
Employment Record: (List in chronological order stating with e	earliest work experience)
Experience Record Pertinent to Required Service	
Exponence record i oranient to resquired convice	
Certification	
I, the undersigned, certify that to the best of my knowledge and I	pelief, this data correctly describes me,
my qualifications and my experience.	
	Date:
Signature	Dale
- Oignature	

### T2.1 P CURRICULUM VITAE OF FOREMAN AND QUALIFICATIONS

Name:	Date of Birth:
Profession:	Nationality:
Qualifications:	•
Professional Registration Number:	
Name of Employer (Firm):	
Current Position:	Years with the firm:
Employment Record: (List in chronological order stating with e	arliest work experience)
Experience Record Pertinent to Required Service	
Experience Record Fertilions to Required Oct vice	
Certification	
I, the undersigned, certify that to the best of my knowledge and b	elief, this data correctly describes me,
my qualifications and my experience.	
	Data
Signatura	Date:
Signature	

#### T2.1 Q CURRICULUM VITAE OF SAFETY OFFICER AND QUALIFICATIONS

Name:	Date of Birth:	
Profession:	Nationality:	
Qualifications:		
Professional Registration Number:		
Name of Employer (Firm):		
Current Position:	Years with the firm:	
Employment Record: (List in chronological order stating with e		
Experience Books Bortings to Dequired Service		
Experience Record Pertinent to Required Service		
Certification I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.		
	Date:	
Signature		

T2.2 O

T2.2 P

#### T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION T2.2 A CERTIFICATE OF AUTHORITY OF SIGNATORY .......T.62 CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY T2.2 B T2.2 C FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE ......T.72 T2.2 D HEALTH AND SAFETY PLAN: DECLARATION BY BIDDER ......T.73 T2.2 E T2.2 F QUALITY ASSURANCE PROGRAMME......T.77 T2.2 G T2.2 H INSURANCE STATEMENT ......T.78 SCHEDULE OF AVAILABLE INFRASTRUCTURE AND RESOURCES ....... T.79 T2.2 I T2.2 J FINANCIAL INFORMATION OF BIDDER ......T.83 T2.2 K COMMERCIAL EQUITY DECLARATION ......T.85 JOINT VENTURE DISCLOSURE FORM ...... T.87 T2.2 L ALTERATIONS BY BIDDER......T.94 T2.2 M AUDITED ANNUAL FINANCIAL STATEMENT FOR THE PAST THREE YEARS T2.2 N

T.95

MUNICIPAL UTILITY ACCOUNT......T.96

B-BBEE STATUS VERIFICATION CERTIFICATE.......T.98

E Close Corporation

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

#### T2.2 A CERTIFICATE OF AUTHORITY OF SIGNATORY

		III I SII II II II TI BIII II II II II II II II II II II II
		dder by ticking the appropriate box hereunder. The Bidder must complete for the relevant category.
Α	Company	
В	Partnership	
С	Joint Venture	
D	Sole Proprietor	

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

A.	Certificate for company	<i>(</i>			
	I,, chairperson of the board of directors of				
	, hereby confirm that by resolution of the board (copy			oard (copy	
	attached) taken on	20	., Mr/Ms		,
	acting in the capacity o documents in connection				
	As witnesses:				
	1		Chairman		
	Print Name		Print Name		
	2		Date		
	Print Name				
В.	Certificate of partnersh	ip			
	We, the undersigned, being the key partners in the business trading as				
	the capacity of, to sign all documents in connection with the bid for Contract, and any contract resulting from it or our behalf.			, acting in	
				nection with	
				ing from it on	
	Name	Address	Signature	Date	

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

C. Certif	icate for Joint Ver	nture			
		nitting this bid offer in Joir, authorised ng in the capacity of lead pa	signatory of	the firm	
with the bid o	offer for Contract .		and any co	ntract resulting	
from it on our	behalf.				
	ation is evidenced all the partners to t	by the attached power on the Joint Venture.	of attorney signed by leg	ally authorised	
Name	of Firm	Address	Authorising		
Lead Partner			Signature	Name	
				+	
l,		orietor , hereby co			
Signature: So	le Owner	Р	rint Name		
As witnesses:	:-				
1.	Print Name		Date		
2.	 Print Name		 Date		

E. Certificate for Close (	Certificate for Close Corporation			
We, the undersigned, being the key members in the business trading as				
hereby authorise Mr/Ms			, acting ir	
the capacity of	, to sig	n all documents in conr	nection with the bid	
for Contract and any contract resulting from it on our behalf.				
Name	Address	Signature	Date	

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

# T2.2 B CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

#### 1. General

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering bids. Any enterprise that submits a bid or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

#### 2. Status

Bidders shall fill in the following sections of this form, depending on their status:

#### 2.1 Section A

Bidders who have accomplished registration and can provide proof of their grading designation.

#### 2.2 Section B

Bidders who are in the process of registration of an update to an existing registration or a renewal.

#### 2.3 Section C

Bidders who have submitted the first application.

#### 2.4 Section D

Bidders submitting this Bid offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.

Note: Only complete one of Sections A, B, C or D.

SECTION A			
I,			
	Contract Value  Type of Work		
Signature of Bidder	Signature of Witness		
Print Name	Print Name		

SECTION B			
I,			
	Contract Value  Type of Work		
and the following update has been applied for:			
	Amendment of Category S Change of Particulars Annual Confirmation of Pa Renewal of Registration	mark with a "\"	
Signature of Bidder		Signature of Witness	
Print Name		Print Name	

SECTION C			
I,			
hereby declare that the above-mentioned entity has REGISTRATION with the Construction Industry Develop	oment Board on date		
I furthermore accept that failure to achieve registration with the Construction Industry Development Board in a category stipulated in the Bid Data within 10 days from the date of closing this bid, implies a non-responsive bid and warrants rejection of the Bid on account of non-compliance with the requirements of the Bid Data.			
Signature of Bidder	Signature of Witness		
Print Name	Print Name		

SECTION D				
I, acting in capac	ity of the LEAD PARTNER in the Joint Venture			
. was authorised to sign all documents in connection with this bid and any contract resulting from it, hereby declare that each of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following <b>symbols</b> on the registration certificates:				
Name of Lead Partner:				
Contract Value				
Type of Work				
Name of 2 <sup>nd</sup> Partner:				
Contract Value				
Type of Work				
Name of 3 <sup>rd</sup> Partner:  Contract Value Type of Work				
Signature of Diddor	Signature of Witness			
Signature of Bidder	Signature of Witness			
Print Name	Print Name			

#### T2.2 C RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Procuring Department before the submission of this Bid Offer, amending the Bid Documents, have been taken into account in this Bid Offer:

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

Attach additional pages if more space is required.

Signed	 Date	
Print Name	 Position	
Bidder		

#### T2.2 D FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our bid	is accepted, I/we will, when required and v	vithin the tim	e stipulated, provide a guarantee of
Insurance Co	ompany (name)		
(of address)			
	or		
Commonatal	Dordy (Name)		
	` ,		
(Branch)			
(of address)			
to be approv	ed by you, the Employer, for the amount st	ipulated.	
	and that failure to produce an acceptable D breach of Contract, entitling the Employer		rantee within the stipulated period is a
	nold all payments which may be due to the irements to produce an acceptable Deman		
(ii) instr	uct the Contractor to cease all work pendin	g provision o	of the Demand Guarantee, and
(iii) cand	el the Contract.		
Signed		Date	
Print Name	· · · · · · · · · · · · · · · · · · ·	Position	
Bidder			

#### **DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS**

#### T2.2 E HEALTH AND SAFETY PLAN: DECLARATION BY BIDDER

I/we declare that we have read and understand the health and safety specifications contained in the Contract Data and undertake to:

- provide and demonstrate to the Employer a suitably and sufficiently documented health and safety plan, which shall be applied from the date of commencement of and for the duration of the construction work,
- appoint a full-time competent employee in writing as the Construction Supervisor from the date of commencement of and for the duration of construction work,
- appoint a full time/part time competent employee in writing as the Construction Safety Officer from the date of commencement of and for the duration of construction work.

I/we undertake to rectify all non-conforming conditions for which we are responsible. I/we accept that, should I/we not rectify these timeously, they will be corrected by the Employer and the cost subtracted from any amounts due to me/us in terms of the Contract Data.

I/we confirm that I/we am/are registered and in good standing with the Compensation Fund and our

registration nur	mber is:		,
alternatively, m	y/our licensed compensation insurer is:		
(Name)			
(Address)			
To this effect, I	/we attach proof of registration and goo	d standing.	
	to the best of my/our knowledge and be sonnel cited hereinafter correctly described.		
Signed		Date	
Print Name		Position	
Bidder			

#### T2.2 F SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

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

	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	Previous Experience with Sub-Contractor
1			
2			
3			
4			
5			

Signed	 Date	
Print Name	 Position	
Bidder	 	

#### **SUB-CONTRACTING UNDERTAKING**

LETTER OF UN (Copy as many	NDERTAKING TO PERFORM AS A SUB-CONTRACTOR as necessary)
Contract Number	er:
From: (Name a	nd address of Sub-contractor)
To: (Name and	address of Contractor)
Contract as a connection wit *work/provide the	ed undertakes to *perform work/provide services/supply goods in connection with the above *close corporation/sole proprietor/partnership/company and is prepared to perform in the above-named Contract as Sub-contractor to the Contractor, the following he following services/supply the following goods:  hich is not applicable)
any agreement	d amount of R excluding VAT, subject to the terms of made between us for the purpose of the Contract which agreement shall include the ions of Contract and relevant Special Conditions that govern this Contract.
Signature:	
Name:	
Designation:	
Date:	

who duly warrants that he/she is authorised to sign this letter.

# SUB-CONTRACTING UNDERTAKING

LETTER OF UNDERTAKING TO PERFORM AS A SUB-CONTRACTOR

(Copy as many as necessary) Contract Number: From: (Name and address of Sub-contractor) To: (Name and address of Contractor) ..... The undersigned undertakes to \*perform work/provide services/supply goods in connection with the above Contract as a \*close corporation/sole proprietor/partnership/company and is prepared to perform in connection with the above-named Contract as Sub-contractor to the Contractor, the following \*work/provide the following services/supply the following goods: \*(delete that which is not applicable) ..... for an estimated amount of R...... excluding VAT, subject to the terms of any agreement made between us for the purpose of the Contract which agreement shall include the General Conditions of Contract and relevant Special Conditions that govern this Contract. Signature: Name: Designation: Date:

who duly warrants that he/she is authorised to sign this letter.

#### T2.2 G QUALITY ASSURANCE PROGRAMME

Bidder to submit details here below of his Quality Assurance Policy whereby he shall demonstrate that he has the following:

- (a) An Operating Quality Management System based on SABS/ISO 9001 : 2000 international standards, if not, state alternative.
- (b) Proof of Quality Assurance Co-ordination.

Contractor's details with respect to items a), b), c) and d):

- (c) Proven technical capabilities and resources to ensure Quality Management.
- (d) A recent assessment/audit report on his Quality Management and Quality Control System(s).

SIGNATURE OF BIDDER		DATE	
	Print Name of Signatory		
ON BEHALF OF:			(the Bidder)

#### **T2.2 H INSURANCE STATEMENT**

#### **BIDDER'S DECLARATION OF INSURANCES**

I/We hereby declare that the insurances enumerated below have been affected by me/us.

I/We further declare that all premiums in respect of the insurances are fully paid up to date.

Cover Effected	Insurer and Policy Number	Expiry Date	Limits of Indemnity / Sums Insured	Deductibles
Contractor's All Risks				
Occupational Injuries and Diseases				
Unemployment Insurance				
Motor Vehicle Insurance				
Other:				

We submit herewith a letter of good standing from the Workman's Compensation Commissioner in respect of Occupational Injuries and Diseases Insurance.

Bidder:	
Signature of Bidder	Print Name of Signatory
0	
Capacity	

#### T2.2 I SCHEDULE OF AVAILABLE INFRASTRUCTURE AND RESOURCES

#### 1. Bidder's Plant and Equipment

**TENDER No: 67/2023** 

The Bidder must list below all the items of major Plant and Equipment which he guarantees will be provided on Site in perfect working order to complete the Works. This list shall include, or additional lists shall be supplied to include all Plant provided by sub-contractors.

The lists of items of Equipment shall provide the Bidder's warranty of ownership of such Plant unless specifically endorsed herein to the contrary as "hired" or "hire purchase".

This Schedule must be accurately completed. Phrases such as 'adequate equipment will be provided', will not be accepted.

Year of Manufacture	Make & Description (Mass, condition, etc)	Ownership

#### 2. <u>Bidder's List of Third Party Design Engineers</u>

In the event that the Bidder desires to design all or part of the Works or submit any alternative, he/she shall list the following, the Design Engineers, accomplished in the specific field of practice, which he/she proposes to employ for the purpose of third party certification of all works designed by the Bidder for the Works.

Notes: (i) All costs of third party designs shall be borne solely by the Bidder.

(ii) This Schedule must be accurately completed. Phrases such as "to be advised" will not be accepted.

Section of Works	Name and Address of Registered Engineer	ECSA Registration No.

# 3. Bidder's Personnel Profile

Key Staff Permanently employed, of foreman level and above	Number of staff
Sub-Total	
Other Permanent Staff	Number of staff
Sub-Total	
Temporary Staff	Number of staff
Sub-Total	

## 4. <u>List the Firms who provide the following services:</u>

Service	Name	Contact Person	Telephone
Accounting			
Auditing			
Insurance			
Legal			

# 5. <u>Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount</u>

Loan Source	Address	Date of Loan	Loan Amount

# 6. <u>List a maximum of five contract which your enterprise is engaged in and has not yet completed</u>

Contract Description	Location	Client	Contract Amount	Expected Completion (month & year)
			_	

#### 7. <u>List the four largest assignments completed by your enterprise in the last three years</u>

Nature of Work Performed	Client	Consultant Contact Person	Telephone No.	Contract Amount

8.	Address of workshop facilities from where maintenance of works will be undertaken	
		••
9.	Address of Branch Offices in the RSA	
		••
10.	Address of Nearest Representative to Polokwane	
11.	Has work previously been performed for the Employer? YES/NO* - Specify	
		••

#### 12. Bidder's Financial Ability to execute and complete the Works

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules of the Employer.

#### **NOTES APPLICABLE:**

- (i) Value added tax to be included in all amounts
- (ii) Assume for the purpose of this estimate, payment of certificates within 30 days after receipt by the Employer.
- (iii) In calculation of the last column,

$$j = d$$
  $m = l+g$   $k = j+e$   $n = m+h$   $etc$ 

(iv) Failure to detail the required information, shall automatically signify that the Bidder lacks the infrastructure and resources necessary to execute and complete the Works.

Month No. in	Estimated amount in Rands (VAT included)							
Contract Period	a Received	b Payments made	a-b Net cash flow	Cumulative cash flow				
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								

Signed	 Date	
Print Name	 Position	
Bidder	 	

#### T2.2 J FINANCIAL INFORMATION OF BIDDER

**TENDER No: 67/2023** 

**Bidder / Bid Details** 

This information sheet has to be filled in by the financier of the Bidder, duly signed and stamped on behalf of the financial institution he represents.

Bid Description	:					 	
Contract Period		:				 	
Name of Bidder	:					 	
Bank Account Number		:				 	
Bidding Amount	:					 	
Demand Guarantee will	be prov	ided by	this Bank:		YES	NO	
If yes, state amount of D	Demand	Guarant	ee: R			 	
Financial Institution							
Name of Commercial Ba	ank	:				 	
Branch		:				 	
Name of Bank Manager		:				 	
Telephone Number		:				 	
I / We acting on behalf of	of the ab	ove Cor	nmercial B	ank confir	m that		
						 	. (Bidder)
has operated an accour	nt with us	s for the	last	ye	ars.		

We have been requested to provide a bank rating based in relation to the financial capability of the Bidder, taking into account directives set out in the following two tables.

**Financial Capability** 

i manolal Gapa	
Maximum value of contract that the Bidder is considered capable of	Value on which Bank Rating must be used
up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

	BANK RATING					
Bank Code	Description of Bank Code					
Α	Undoubted for the amount of enquiry					
В	Good for the amount of enquiry					
С	Good for the amount quoted if strictly in the way of business					
D	Fair trade risk for amount of enquiry					
E	Figures considered too high					
F	Financial position unknown					
G	Occasional dishonours					
Н	Frequent dishonours					

The value on which our Bank Rating of the Bido	der is based is R	
(In words		only)
The Bank Rating is code:		
Signature: Manager Financial Institution	Print Name	Date
RUBBER STAMP OF INSTITUTION		

#### T2.2 K COMMERCIAL EQUITY DECLARATION

#### 1. General

The Employer considers the information contained in this Declaration as a material aspect of the Contract. Should there, during the duration of either the bid enquiry or contract, be any significant change in the equity situation of the Bidder, the Employer shall immediately be notified and the Employer will, in terms of the Contract Data, exercise its rights.

2.	Nai	me of Bidder						
3.	Тур	oe of enterprise e.g	. Sole p	roprietor,	partnersh	ip, CC, Pty,	JV, etc	
4.	Det	ails of Firm:						
	Nar	me of Company:						
	Stre	eet Address:						
	Pos	stal Address:						
	Tel.	. Number:	(Code)			(Numbe	r)	
	Fax	Number:	(Code)			(Numbe	r)	
	Cor	ntact Person:						
	Cor	mpany Registration	No.					
	Inco	ome Tax Registratio	n No.					
	VA	T Registration No.						
	Nur	mber of years in Bus	siness:					
	Fou	unding Date of Firm:						
5.	List	all equity owners						_
		Name	M/F	PDI (Y/N)	D (Y/N)	% Equity owned	ID Number	
								-
								4

Attached registration documents and shareholders agreements.

PDI (Previously Disadvantaged Individuals). If disabled indicate under D.

		Yes		No				
	If yes:							
	What	was its prev	ious name?					
	Why d	lid it change	its name?					
	•	· ·	owners/partne	ers/directors				
		-	, , , , , , , , , , , , , , , , , , , ,					
7.				length of servi				
	(inciu			ble for day-to-c	S	tatus (Yes/I		Length of
		Financing	aecisions	Name	PDI	Women	Disabled	service (years
	Chequ	ie signing						,,
	Signin	g and co-sig	ning of loans	S				
	Acquis	sition of lines	s of credit					
	Demai	nd & Retent	ion Guarante	es				
	Major	Purchases of	or acquisition	ıs				
		g contracts	'					
ĺ					9	tatus (Yes/l	\\o\*	Length
		Managemei	nt decision	Name		tatus (165/1	NO)	of
					PDI	Women	Disabled	service (years
	Estima	ating						
			es Operation	ns				
	Hiring persor		nanagement					
	Hiring persor	•	on-managem	nent				
	Super	vision of offi	ce personnel	I				
	Super		d/production					
	,	Δ.						
e \	es or N	o A	ttacn separat	te list, if necessa	ary.			
	certify	that, to the b	est of our kn	and owledge, the info	ormation, fact			
	are du	ly authorise	d to sign on b	behalf of the Bid	lder.			

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

T2.2 L JOINT VENTURE DISCLOSURE FORM

Employer:		
Contract Numb	er:	
NOTE 1	This form need	only be completed in the event of a Joint Venture submitting this bid.
NOTE 2	Fill in all the infrequired.	ormation requested in the spaces provided. Attach additional sheets if
NOTE 3	Venture share in the Joint Ventur a) the conb) portions	of the Joint Venture agreement. Demonstrate that the partners to the Joint of the ownership, control, management responsibilities, risks and profits of e. The Joint Venture agreement shall include specific details relating to: tributions of capital and equipment; so of the Contract to be performed by the partner's own resources; and so of the Contract to be performed under the supervision of each partner.
NOTE 4		of all written agreements between partners concerning the Joint Venture, that relate to ownership options and to restrictions/limits regarding control.
1. Joint Vento Particulars		
	Name	
	Postal Address	
	Physical Addres	ss
	Telephone	
	Fax	
	Name of author	zed representative
2. Identity of	Partner No. 1	
	Name	
	Postal Address	
	Physical Addres	s
	Telephone	
	Fax	
	Contact Person	

3.	Identity of Partner No. 2			
	Name			
	Postal Address			
	Physical Addres	SS		
	Telephone			
	Fax			
	Contact Person			
4.	Identity of Partner No. 3			
	Name			
	Postal Address			
	Physical Addres	SS		
	Telephone			
	Fax			
	Contact Person			
5.	Description of the role of	ho partners in the in	oint vonturo	
J.	•			
	Partner No. 1:			
	Partner No. 2:			
	Partner No. 3:			
6.	Ownership of the joint ver	nture		
	(i) Owners	hip percentage(s)	Partner No. 1	%
			Partner No. 2	%
			Partner No. 3	%
	(ii) Partner	percentage in respec	ct of:	

		a) P	rofit and loss sharing:	Partner No. 1	%
				Partner No. 2 Partner No. 3	% %
b)	Initial capital contrib	oution	Partner No. 1 R		
				Partner No. 2	R
				Partner No. 3	R
	(iii)	Antici	pated ongoing capital co	ontributions:	
		Partn	er No. 1 R		
		Partn	er No. 2 R		
		Partn	er No. 3 R		
	(iv)		ibutions of equipment (solutions of equipment (solutions)	pecify types, quali	ty and quantities of equipment) to
		Partn	er No. 1		
		Partn			
		Partn	er No. 3		
7.	Recent contracts ventures	perfori			s partners in other joint
	a)	Partn	er No. 1		
		(i)			
		(ii)			
		(iii)			
		(iv)			
		(v)			
	b)	Partn	er No. 2		
		(i)			
		(ii)			
		(iii)			
		(iv)			

c)	Partner No. 3	(v)
		(i)
		(ii)
		(iii)
		(iv)
		(v)
8.	Control and partic	sipation in the joint venture
O.	(Identii author indicat	y by name and firm those individuals who are, or will be, responsible for, and have ty to engage in the relevant management functions and policy and decision making any limitations in their authority, for example, co-signature requirements and ary limits).
	a)	Joint Venture cheque signing
	b)	Authority to enter into contracts on behalf of the Joint Venture
	c)	Signing, co-signing or collateralizing of loans
	d)	Acquisition of lines of credit
	e)	Acquisition of demand bonds
	f)	Negotiating and signing of labour agreements
9.		the name and firm of the responsible person)
	a)	Supervision of field operations
	b)	Major purchasing
	c)	Estimating

	d)	Technical manage	ment		
Manag	jement an	d control of the joint	venture		
	a)	Identify the manag	ing partner		
	b)	institutions, insura	ince compani		obligate the other to fina ontractors or other pa works:
		Partner No. 1:			
		Down on No O			
		Partner No.2:			
		Partner No. 3:			
	c)	Describe the mar Contract:	nagement stru	ucture for the joint	venture's work under
					T
		Managem Function/Desi		Name	Partner
_					
Persor	nnei				
	a)		proximate ipline) needed	number of op I to execute the Joint	erative personnel Venture contract.
			Trade/functio	n/discipline	Number
	b)	State the number			oloyed on the Contract

	d)	State the n	ame of the individu	responsible for h	niring Joint Venture	
	e)	State the n Venture pa	-	who shall be res	ponsible for the p	preparation of Joint
12. Services						
	List the	firms who p	provide the following	g services:		
	Se	ervice	Name	Coi	ntact Person	Tel. No.
	Acco	unting				
	Audit	ting				
	Bank	king				
		ance				
	Lega	ıl				
13. Control and	d struct	ure of the	Joint Venture			
	Briefly (	describe the	manner in which tl	ne Joint Venture	e is structured an	nd controlled
affirms that the	foregoil	ng statemer terms and	she is duly authorisents are correct and operations of the Jo	include all the	material inform	ation necessary to
information rega any provisions	arding acoupt the Jess of the	ctual joint ve oint Venture Joint Vent	ture, or those of ea	e payment there to permit the au	fore, and any prouding the formal for	
Duly authorized	to sign	on behalf of	f:			
					(the J	loint Venture)
Signature:				Print Name:		
Name:						
Address:						
Telephone:						
Date:						
Date.						
Duly authorized	to sign	on behalf of	f:			
Signature:				Print Name:		(Partner No. 1)
Name:						
Address:						

Telephone:			
Date:			
Duly authorized	to sign on behalf of:		
			(Partner No. 2)
Signature:		Print Name:	
Name:			
Address:			
Telephone:			
Date: Duly authorized	to sign on behalf of:		
			(Partner No. 3)
Signature:		Print Name:	
Name:			
Address:			
Telephone:			
Date:			

#### T2.2 M ALTERATIONS BY BIDDER

Should the Bidder desire to make any departures from or modifications to the "Bid" or "Contract", or to qualify his bid in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

Page	Item of Clause	Details	Cost Involved (R)

Signed	 Date	
Print Name	 Position	
Bidder		

# T2.2 N AUDITED ANNUAL FINANCIAL STATEMENT FOR THE PAST THREE YEARS

## **ATTACH AUDITED FINANCIAL STATEMENTS**

## T2.2 O MUNICIPAL UTILITY ACCOUNT

## **DECLARATION BY THE TENDERER**

I th	e undersigned	, has
bee	en duly authorized to sign all documents with the Bid	Number
	on behalf of	
her	eby make a declaration as follows:(referred to herein	n as "the Bidder")
1.	I declare that the bidder and /or any of its direct municipality, or any other municipality and/or mun arrears in respect of any municipal rates and taxes	nicipal entity any amount which is in
2. I understand and accept that in the event that this declaration bid shall be rejected forthwith. All other rights of the municipalito to the right to claim damages where applicable) shall remain in		municipality (including but not limited
	SIGNED ON BEHALF OF THE COMPANY	
	IN HIS CAPACITY AS	
	DATE	
	FULL NAMES OF SIGNATORY	

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

# ATTACH AN ORIGINAL A CERTIFIED COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

#### Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company)

#### T2.2 P B-BBEE STATUS VERIFICATION CERTIFICATE

# ATTACH AN ORIGINAL OR CERTIFIED COPY OF B-BBEE STATUS VERIFICATION CERTIFICATE

#### **NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

- 1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI ( Department of Trade and Industry)
- 2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
- 3. Certified copies of the B-BBEE certificate should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2022

T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATE THE CONTRACT	ED INTO
T2.3 A	PROJECT PROGRAMME AND METHOD STATEMENT	T.100
T2.3 B	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.101
T2.3 C	RATES FOR SPECIAL MATERIALS	T.102

#### T2.3 A PROJECT PROGRAMME AND METHOD STATEMENT

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

OLONIED ON DELIAL E OF	TENDEDED
SIGNED ON BEHALF OF	TENDERER:

#### **Note to Tenderer**

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

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

#### T2.3 B SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

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

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12 (FINAL)	R
TOTAL: R	
(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)	

SIGNED ON BEHALE OF TENDEDED:		

#### T2.3 C RATES FOR SPECIAL MATERIALS

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

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

#### **BASE MONTH = JULY 2023**

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

<sup>\*</sup> Indicate whether the material will be delivered in bulk or in containers.

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

SIGNED ON BEHALF OF TENDERER:
-------------------------------

## THE CONTRACT

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

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

C1.1	FORM OF OFFER AND ACCEPTANCE	C.3
C1.2	PERFORMANCE GUARANTEE	C.8
C1.3	CONTRACT DATA	2.11
C1.4	PERFORMANCE GUARANTEE FOR MATERIALS AND EQUIPMENT NOT Y BUILT INTO THE WORKS	
C1.5	RETENTION MONEY GUARANTEE	2.28
C1.6	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996	TION
C1.7	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 A AMENDMENT ACT NO. 72 OF 1997	
C1.8	AGREEMENT WITH ADJUDICATOR	2.38

#### 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: 67/2023 - DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

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

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

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS

(CONTRACT PRICE)		
Rand (in word	s); R (in figures)	
and acceptant	be accepted by the employer by signing the acceptance part of this form of offer ce and returning one copy of this document to the tenderer before the end of the lity stated in the tender data, whereupon the tenderer becomes the party named tor in the conditions of contract identified in the contract data.	
For the Tende	rer:	
Signature(s)		
Name(s)		
Capacity		
Name and add	dress of organization	
Signature and	Name of Witness:	
Signature		
Name		
Date		

#### Acceptance

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

The terms of the contract are contained in:

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

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

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

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

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

For the Emplo	pyer
Signature	

Name	
Capacity	
Name and add	dress of organization
	do Municipality Bag x 2596 do
Signature and	I Name of Witness
Signature	
Name	
Capacity	

#### **Schedule of Deviations**

#### Notes:

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
- 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

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

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

For the Tenderer:		For the Employer
	Signature	
	Name	
	Capacity	
Name and address of organisation:		Name and address of organisation
		MAKHADO LOCAL MUNICIPALITY Private Bag x 2596 MAKHADO 0920

		Witness Signature	
		Witness Name	
		Date	
Confirmation	of Receipt		
receipt from t	he Employer, iden	tified in the Acceptar	r part of this Agreement hereby confirms nce part of this Agreement, of one fully ne Schedule of Deviations (if any) today:
the	(day	y) of	(month) 20 (year)
at	(pl	ace)	
For the Cont	ractor:		
Signature			
Name			
Capacity			
Signature an	d name of witness	<b>:</b> :	
Signature			
Name			

#### C1.2 PERFORMANCE GUARANTEE

(Not to be completed at tender stage)

In accordance with clause 6.2.1 of General Conditions of Contract,  $3^{\text{rd}}$  Edition (2015)

"Guarantor" means:
Physical address:
"Employer" means:
"Contractor" means:
"Engineer" means:
"Works" means:
"Site" means:
"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
"Contract Sum" means: The accepted amount inclusive of tax of R
Amount in words:
"Guaranteed Sum" means: The maximum aggregate amount of R
Amount in words:
"Expiry Date" means:

#### **CONTRACT DETAILS**

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

#### PERFORMANCE GUARANTEE

**TENDER No: 67/2023** 

- 1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3. The Guarantor hereby acknowledges that:
- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime

**TENDER No: 67/2023** 

- overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at
Date
Guarantor's signatory (1)
Capacity
Guarantor's signatory (2)
Capacity
Witness signatory (1)
Witness signatory (2)

#### C1.3 CONTRACT DATA

#### C1.3.1 Conditions of Contract

The Conditions of Contract are:

- the "General Conditions of Contract" as they appear in the commercially available publication "General Conditions of Contract for Construction Works, Third Edition, 2015", hereinafter referred to as "GCC 2015"; and
- Specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 (Third Edition) that applies to this Contract, available from its publisher:

**South African Institution of Civil Engineering** 

**Private Bag X200** 

**Halfway House** 

1685

**South Africa** 

Tel +27 (0)11 805 5947

The following Notes apply:

Note 1

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) The Form of Offer and Acceptance.
- (b) Amendments to the General Conditions of Contract within the Contract Data.
- (c) Additional conditions to the General Conditions of Contract within the Contract Data.
- (d)corrigenda to the General Conditions of Contract.
- (e) The General Conditions of Contract.

(f) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

#### Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

#### C1.3.2 Contract Specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

Section 1: Data provided by the Employer

Clause	Data
1.1.1.13	The Defects Liability Period is <b>12 calendar months</b> calculated from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is <b>12 months</b> calculated from the Commencement Date, excluding special non-working days.
1.1.1.15	The name of the Employer is Makhado Local Municipality
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	The address of the Employer is:
	Physical address:
	83 Krogh Street
	Civic Centre
	Makhado
	0920
	Postal address:
	Private Bag x 2596
	Makhado
	0920
	e-mail address: livhuwanit@makhado.gov.za
	Contact numbers:
	Corporate: 015 516 3000
	Direct: 015 516 3000
	Fax: 015 516 6145

Clause	Data
1.1.1.16	'Engineer' means any Director, Associate or Professional Engineer appointed by a Director of Mont Consulting Engineers to fulfil the functions of the Engineer in terms of the Contract Data.
1.2.1.2	The employer's agent address for receipt of communication is:
	Physical address:
	29 Bendor Drive
	Propark- Pro Arch Building
	Bendor- Ext 8
	Polokwane,
	0699
	Postal address:
	P O Box 1249
	Fauna Park; 0787
	e-mail address: admin@montce.co.za
	Contact numbers:
	Corporate: 015 291 4173
	Mobile: 083 643 3634
	Fax: 015 291 4218
3.2.1	The Employer's Agent is required in terms of his appointment with the Employer to obtain the following specific approvals from the employer: e.g.
	1. Approval of extension of time;
	2. Approval of additional costs;
	3. Approval of variation orders;
	4. Approval of penalties;
	5. Approval from Makhado Local Municipality for the utilization of any Contingencies.
4.9.1	The Contractor shall deliver to the Employer Agent, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned

Clause	Data
	Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
4.10.2	The Contractor shall deliver to the Employer Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1	The documentation required before commencement with Works execution are:
	<ul> <li>a) Health and Safety Plan (refer to CL 4.3)</li> <li>b) Initial Programme (Refer to CL 5.6)</li> <li>c) Security (Refer to CL 6.2.1 and CL 6.2.3)</li> <li>d) Insurance (Refer to CL 8.6)</li> </ul>
5.3.1	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.
5.3.2	The time to submit the documentation required before commencement with Works execution is <b>14 Days</b> .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.8.1	The non-working Days are Sundays.
	The special non-working Days are:
	Statutory public holidays; and
	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.
5.9.7	All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.
	Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Engineer, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict".

Clause	Data	
5.13.1	The penalty for delay is R 3000.00 per calendar day.	
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.	
6.2.1	The type of security required for the due performance of the Contract shall be restricted to one of the following:  • Cash deposit of 10 (ten) percent of the Contract Sum,	
	or	
	<ul> <li>Performance Guarantee of 10 (ten) percent of the Contract Sum, issued by a Commercial Bank registered in the Republic of South Africa,</li> </ul>	
	or	
	Performance Guarantee of 10 (Ten) percent of the Contract Sum,	
	issued by an Insurance Company registered in terms of the Short-	
	term Insurance Act (Act 53 of 1998). (NB: Only guarantors that are	
	approved by the Financial Sector Conduct Authority (FSCA)	
	under the Short-term Insurance Act (STIA) will be accepted. For	
	more details follow the link below:	
	https://www.fsca.co.za/MagicScripts/mgrqispi.dll?APPNAME=Web&PR	
	GNAME=List_Of_Registered_Insurers)	
	Whenever a Joint Venture constitutes the contracting party (Contractor) to this Contract, the Performance Guarantee shall be issued on behalf of the Joint Venture.	
6.2.2	Delete the entire contents of Clause 6.2.2 and replace with:	
	"Failure to deliver an acceptable security as selected in the Contract Data within the stipulated period is a fundamental breach of Contract".	
6.5.1.2.3	The percentage allowance to cover overhead charges is 10 (ten) percent.	
6.8.2	The value of certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:	
	x = 0.10 Labour a = 0.20 Plant b = 0.40 Material c = 0.25 Fuel d = 0.15	

Clause	Data
	The applicable area is <b>Limpopo Province</b> .
	The applicable industry for the Producer Price Index for materials is Civil Engineering Materials Index
	The applicable area for the Producer Price Index for fuel is Witwatersrand
	The base month is the month prior to closing date of bid.
6.8.3	The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.
	The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	The percentage retention on amounts due to the Contractor is 10 (ten) percent.
	The limit of retention money is 10 (ten) percent of the Contract Sum.
	Add the following sub-clause 6.10.3.1:
	A Retention Money Guarantee is not permitted, after Practical Completion.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>nil</b> .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of <b>nil</b> .
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
8.6.1.5	The following additional and varied insurances are required: CAR & SASRIA.
9.2.1.3.2	Clause 9.2.1.3.2 is replaced by the following "Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after

Clause	Data						
- Ciuaco	receiving from the Employer's Agent written notice to proceed," duplicate to C1.5.2						
10.5.2	Dispute resolution shall be referred to ad-hoc adjudication.						
10.6.1	Should either of the contracting parties disagree with any decision of the adhoc adjudicator, such matter shall be referred to litigation for court judgement.						
Special Clause in terms of RDP	Requirements in terms of government's reconstruction and development programme.						
	Target values: In this project the minimum target values shall be as follows:						
	<ul><li>Labour Maximisation (Wages) :5%</li><li>SMME's :20%</li></ul>						
	It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.						
	Penalties:						
	The penalties for not reaching the required labour and SMME target values will be calculated at <b>200%</b> of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than <b>75%</b> of the planned monthly figures. No bonuses for achieving the set target values are applicable.						
	Special Clause in terms of EPWP						
Payment for LI Component of Works	Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict						
Linkage of Payment to Submission of Project Data	The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.						
Applicable Labour Laws	The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.						

#### C1.3.4 Section 2: Data provided by the Contractor

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

#### **PRIORITY OF DOCUMENTS**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Form of Offer and Acceptance.
- b) Amplifications of the General Conditions of Contract within the Contract Data.
- c) Additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) The General Conditions of Contract.
- e) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.
  - If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

#### C1.3.3 Variations to the General Conditions of Contract

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

#### 4. CONTRACTOR'S GENERAL OBLIGATIONS

#### 4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Add the following sub clause:

- **4.1.1.1** The Contractor shall, save in so far as it is legally or physically impossible,
- (b) Provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required."

#### "4.1.3 Contractor deemed to have inspected the Site

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

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

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

#### 4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

**4.3.1** The Contractor shall, in fulfilling the Contract, comply with all applicable laws, *with regard to Health, Safety, Wages and Condition of Work*, regulations, statutory provisions and

agreements, and shall, at the request to the Employer's Agent, provide proof that he has complied therewith.

#### 4.3.1.1 Mine Health and Safety Act, number 29 of 1996

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

#### 4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

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

#### 4.4. SUBCONTRACTING

**TENDER No: 67/2023** 

Add the following subclauses:

#### "4.4.7 Continuing obligation extending beyond date of completion of the work

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

#### 4.4.8 Convert the subcontract

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

#### Provided that:

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

#### 4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

#### "4.9.2 Preclude seizure of construction equipment

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

#### 4.9.3 Constructional plant brought to the site by the subcontractor

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

#### 5. TIME AND RELATED MATTERS

#### 5.4 ACCESS TO THE SITE

Add the following subclause:

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

#### 5.14 COMPLETION

Delete the following:

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

#### 5.16 APPROVAL

#### **5.16.1** Final Approval Certificate

Delete the last sentence of this clause and replace with:

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

#### 6. PAYMENT AND RELATED MATTERS

#### 6.6 PROVISIONAL SUMS AND PRIME COST SUMS

- 6.6.1.2.1 In the first line after the word "sums" insert "excluding VAT"
- 6.6.1.2.2 In the fourth line after the word "amount" insert "excluding VAT"

#### 6.10.5 Payment of retention money

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

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

#### 6.11 VARIATIONS EXCEEDING 15 PER CENT

#### **6.11.1** Second paragraph:

Change "15%" to "20%".

Add the following subclause:

#### "6.11.2 Variations exceeding 20% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 20% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

#### 8. RISKS AND RELATED MATTERS

#### 8.2 Care of works

Add the following:

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

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

#### 9. TERMINATION OF CONTRACT

#### 9.3 Termination by Contractor

Delete the wording of sub clause 9.3.1.1.2 and replace this clause with the following:

**9.3.1.2** "Failing to pay the contractor the amount due in terms of any payment certificate issued by the Employer's Agent, provided that such payment certificate is acceptable to the Employer and further more subject to the provision of sub-clause 3.2.3, within the time of payment provided in the contract, or."

#### 10. CLAIMS AND DISPUTES

Add the following

#### 10.12 Joint ventures

"If the Contractor is in a joint venture of two or more parties or persons, the parties or persons shall be jointly and severally bound to the Employer for fulfilment of the Contractor's obligations and terms of this Contract. The formation and/or conditions of agreement of the joint venture shall not be altered without the consent of the Employers. Should such a change be acceptable to the Employer then two notarially certified copies of the revised Joint Venture Agreement shall be submitted to the Employer's Agent within fourteen (14) days of signature thereof by the parties to the Joint Venture."

## C1.4 PERFORMANCE GUARANTEE FOR MATERIALS AND EQUIPMENT NOT YET BUILT INTO THE WORKS

(not to be completed at bid stage)

То:			
	(hereinafter referred to as the Employer)		
re:	Demand Guarantee in respect of the project	ct:	
	Contract No.	:	
	For construction of	:	
	Contractor	:	
I/We, t	he undersigned,		
and			
of			
(herein	nafter referred to as the "Bank")		
addres	SS:		

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

and acting on behalf of the Bank have been informed that
hereinafter called "the Contractor") is your contractor under such Contract and wishes to receive payment in respect of manufacture or partial manufacture of equipment and/or materials brough a ready state for despatch to the construction site, whether temporarily stored in the warehouse of the Contractor or on the Construction Site, for which the Contract requires him to obtain a guarantee.
We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in otal the amount of R

upon receipt by us of your demand in writing and your written statement stating:

• that the Contractor has failed to deliver such equipment and/or materials when required or instructed to do so.

The Bank's liability under this guarantee is principal in nature and is not subject to the Contract. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded, or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the bank account to be notified by the Employer.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee will lapse sixty (60) days after all the said equipment and/or materials have been built into the Works unless the Bank is, before the expiration date, advised in writing by the Employer of his intention to demand payment for such equipment and/or materials.

This original guarantee must be returned to the Bank by the Employer or the Employer's duly authorised agent either:

- on expiry of the guarantee; or
- against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

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

	THUS DONE AND SIGNED AT	ON	20
--	-------------------------	----	----

In the	presence of the following:		
AS Wi	ITNESSES:	on be	half of the Bank and duly authorised
1.		1.	
	Print Name		Print Name
		and	
theret	0	on be	half of the Bank and duly authorised
2.		2.	
	Print Name		Print Name

C1.5	RETENTION MONEY GUARANT	ΈE	
			(not to be completed at bid stage)
TO:			
	(whom the Contract defines as "the Employe	r")	
Re:	Retention Money Guarantee in respect of	:	
	Contract Number	:	
	For supply of	:	
	Contractor	:	
I/We, t	he undersigned,		
and			
of			
(horoin	potter referred to as the "Pank")		
addres	nafter referred to as the "Bank")		
called	cting on behalf of the Bank have been informethe "Contractor") is your contractor under such on money, for which the Contract requires him	Contrac	t and wishes to receive early payment of the
	reby irrevocably undertake to pay you, the Er		· ·
upon r	eceipt by us of your demand in writing and you	r written	statement stating:

that the Contractor failed to carry out his obligation(s) to rectify defect(s) for which he
is responsible under the Contract.

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

The Bank's liability under this guarantee is principal in nature and is not subject to the Contract. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded, or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the Bank account to be notified by the Employer.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

This original guarantee must be returned to the Bank by the Employer or the Employer's duly authorised agent either:

on expiry of the guarantee; or

**Print Name** 

against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

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

THUS [	DONE AND SIGNED AT	ON	20
In the p	resence of the following:		
AS WIT	TNESSES:	on beh	alf of the Bank and duly authorised thereto
1.		1.	
	Print Name		Print Name
		and	
		on beh	alf of the Bank and duly authorised thereto
2.		2.	

**Print Name** 

# C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.

					on this					
one	part,	herein	represe	nted by			in	his	capacity	as
				And	delegate	of	the	En	nployer	and
				. (hereinaf	er called "the	e Principal	Contra	actor")	of the other	part,
									capacity	as
No	67/2023		Fo	r (descr	ertain works biption of	contrac	t)			
					in the			Distr	rict of Lim	роро
and magreed the Pri	aintenar I to certa ncipal C	nce of suctain arrange contractor	ch works ements a with the	and where and proced provisions	Principal Coleas the Emploures to be folloof the Occupant February 20	oyer and llowed in opational H	the Pri	ncipal ensur	Contractor e complian	have ce by

#### NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
- 2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 5.14 of the General Conditions of Contract for Construction Works 2015 (Third Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clause 9.1, 9.2 or 9.3 of the GCC 2015.
- 3. The Principal Contractor declares himself to be conversant with the following:
  - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i. Section 8: General duties of employers to their employees.
    - ii. Section 9: General duties of employers and self-employed persons to persons other than employees

iii.

- iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.

Section 37: Acts or omissions by employees or mandatories and

- v. Construction Regulations 2014, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
- 4. The Principal Contractor is responsible for the compliance with the Act by his subcontractors, whether or not selected and/or approved by the employer.
- 5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
- 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
  - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, MAKHADO LOCAL MUNICIPALTY. shall appoint a manager for its mine/s.

You	are	hereby	appointed	as	the	mine	manager	foi
				, with 6	effect fron	າ	until f	urther
notice.								

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

i) Control, manage and direct employees at the Mine (borrow pit or quarry).

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

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

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

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

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

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

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE
WITNESS: 1 2
NAME
(IN CAPITALS) 1
DATE:
SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER
WITNESS: 1 2
NAME
(IN CAPITALS) 1 2
DATE:
Copy to: The Chief Inspector - Department of Minerals and Energy

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED. (To be printed on Contractors letter head)

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

- 1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
- 2. To the extent that is reasonable, you must ensure that every employee is properly trained:
  - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
  - b. In the procedures to be followed to perform the employee's work.
- 3. To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.

4. To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

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

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure

that the precautionary measures laid down by the Manager are implemented.

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

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

SIGNED:	
DATE:	
WITNESS: 1	. 2
NAME(Print):1.	. 2
I,, having been appo	
amended) to perform all functions entrusted to hereby accept the above appointment.	In terms of the Act (as amended)
nereby accept the above appointment.	
SIGNED:	
DATE:	
WITNESS: 1	. 2
NAME(Print):1	2

NAME:

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

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

(To be printed on Contractors letter head)

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

I,, having been appointed in terms of <b>Section 3(1)</b> of the Act, who is our client, 'Makhado Local Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of <b>Begulations 3.13.3</b> of the Act as amended appoint							
of <b>Regulations 2.13.2</b> of the Act as amended, appoint							
You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.							
You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.							
Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.							
Please confirm this appointment by signing at the bottom.							
		DATE:					
SIGNED:		DATE:					

### C1.7 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

#### FDEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

"mine" means, when -

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

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

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

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

#### C1.8 AGREEMENT WITH ADJUDICATOR

This agreement is made on the	day of	2	0be	tween: the	Employe
(name of company / organisation)					
of (address)					
Contractor				an	d the
(name of company / organisation)					
of (address)					
(hereinafter called <b>the Parties</b> )					
and					
(name)					
of					(address)
(hereinafter called <b>the Adjudicator</b> )					
Disputes or differences may aris	se/have arisen*	between the	Parties	under a	Contract
and known as Contract No					
(Contract					
title)					

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

(\* Delete as necessary)

#### IT IS NOW AGREED as follows:

- 1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

- expenses in accordance with the Procedure as set out in the Contract Data.
- 4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

#### **SIGNED BY:**

Signature):	(Signature):	(Signature):
Name:	Name:	Name:
who warrants that he/ she is	who warrants that he/ she is	the <b>Adjudicator</b> in the
duly authorised to sign for and	duly authorised to sign for	presence of
on behalf of the First Party in	and on behalf of the Second	
the presence of	Party in the presence of	
Witness:	Witness:	Witness:
(Signature)	(Signature)	(Signature)
Name:	Name:	Name:
Address:	Address:	Address:
Date:	Date:	Date:

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

# **PART C2: PRICING DATA**

C2.1	PRICING INSTRUCTIONS	.C.41
C2.2	BILL OF QUANTITIES	.C.45

#### **DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS**

#### C2.1 PRICING INSTRUCTIONS

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

Unit: The unit of measurement for each item of work as defined in the standard

specifications or the project specifications.

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

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

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

Lump Sum: An amount tendered for an item, the extent of which is described in the bill

of quantities, the specifications or elsewhere, but of which the quantity of

work is not measured in units.

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

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

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

- Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
- The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the

**TENDER No: 67/2023** 

amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

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

- The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 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 product of unit rate and quantity, the line item total shall govern and the rates 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 corrected.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of

**TENDER No: 67/2023** 

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

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

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

The following abbreviations are used in the bill of quantities:

mm millimetre = metre m = km kilometre = km-pass kilometre-pass = m<sup>2</sup> square metre = m<sup>2</sup>-pass square metre pass =

m³km = cubic metre kilometre

 $egin{array}{lll} \mbox{No} & = & \mbox{number} \ \mbox{mn} & = & \mbox{meganewton} \end{array}$ 

mn-m = meganewton-metre

% = per cent
kW = kilowatt
Kn = kilonewton
PC sum = prime cost sum
Prov sum = provisional sum

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

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

16. Labour intensive items are highlighted in the bills of quantities for the payment items

#### **DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS**

relating to labour intensive works.

- 16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour intensive specification in the Scope of Works.
- 16.2 Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target
- 16.3 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.
- 17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

# C2.2 BILL OF QUANTITIES

# **SCHEDULE A: ROADWORKS**

1200	General Requirements and Provisions	C.46
1300	Contractor's Establishment and General Obligations	C.47
1400	Housing, Offices and Laboratories for the Engineer's personnel	C.48-49
1500	Accommodation of Traffic	
1700	Clear and Grubbing	
1800	Daywork Schedule	
2100	Drains	
2200	Prefabricated Culverts	C.54-56
2300	Concrete Kerbing, Concrete Channelling, Chutes	
3300	Mass Earthworks	
3400	Pavement Layers of Gravel Material	C59
3500	Stabilisation	C.60
3600	Crushed Stone Base	C.61
4100	Prime	C.62
4200	Asphalt Base and Surfacing	
5100	Pitching, stonework & Erosion protection	C.64
5200	Gabions	
5600	Road Signs	C.66
5700	Road Markings	C.67
5900	Finishing the Road and Road Reserve and Treating old Roads	C.68
7300	Concrete Block Paving for Roads	
8100	Testing Materials and Workmanship	
SUMMARY	OF SCHEDULE OF QUANTITIES	
	TION OF TENDER SUM	C 72

# **SCHEDULE OF QUANTITIES**

NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK.

#### **SCHEDULE A: ROAD CONSTRUCTION**

SECTION 1200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Protection, removal, realignment and replacement of services				
	(a) Utility services (Eskom, Telkom, 'sewer lines, water pipelines)				
	(i) The removal, protection and 'replacement of utility services	Prov Sum	1	350 000,00	350 000,00
	(ii) Handling cost and profit in respect of subitem B12.01(a)(i)	%	350 000		
B12.02	Cost to for CLO over the contract period:				
	(a) Project Liaison Officer	Prov Sum	12	6 500,00	78 000,00
	(b) Project steering Committee	Prov Sum	12	4 000,00	48 000,00
	(c) Contractor's handling costs, profit and all other charges in respect of subitem B12.02 (a) and (b)	%	126 000		
B12.03	Training				
	(a) Accredited and approved training courses for selected local and other labourers including wages during training	Prov Sum	1	180 000,00	180 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B12.03 (a)	%	180 000		
B12.04	Compliance with the Occupational Health and Safety Act and its regulations and with the Employers Health and Safety Specification	Lump Sum	1		
B12.05	Provisional Sums				
	(a) Project Launch Amount	Prov Sum	Lump	Sum	50 000,00
	(b) Payment for OHS Agent	Prov Sum	Lump	Sum	600 000,00
	(c) Payment for Social Facilitation Services	Prov Sum	Lump	Sum	600 000,00
	(d) Cost for local student (including site allowance)	Prov Sum	12	10 000	120 000,00
	(e) Contractor's handling costs, profit and all other charges in respect of subitem B12.05(a) to (d)	%	1 370 000		
B12.06	EPWP Branded Project Nameboard as per Engineers's drawing	number	1		
1200	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	The Contractor's general obligations:  (a) Fixed obligations	Lump Sum	1		
	(b) Value-related obligations	Lump Sum	1		
	(c) Time-related obligations	month	12		
	NB The combined total tendered for subitems (a), (b) and (c) shall not exceed 15% of the Tender Sum (excl VAT)				
1300	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m²	40		
	(e) Ablution units	m²	10		
14.02	Office and laboratory furniture:				
	(a) Chairs	number	20		
	(d) Desks, complete with drawers and locks	number	2		
	(f) Conference tables	number	1		
14.03	Office and laboratory fittings, installations and				
	equipment: (a) Items measured by number:	number			
	(i) 220/250 volt power points	number	6		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	number	6		
	(xi) Air-conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	number	2		
	(xiv) General-purpose steel cupboards with shelves	number	1		
	(xv) Steel filing cabinets with drawers	number	1		
	(xvi) Refrigerators	number	1		
	(x) Fire extinguishers, 9,0 kg all purpose dry powder	number	4		
	(xix) Uninterupted power supply	number	1		
	(xviii) Voltage stabilisers	number	1		
14.04	Car-ports	number	8		
1400	Carried forward				

ГЕМ NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
14.08	Services:				
	(a) Services at offices and laboratories: (i) Fixed costs	Lump Sum	1		
	(ii) Running costs	month	12		
	(c) Services for rented houses	month	12		
14.10	Provision of photostat facilities	month	12		
14.12	Supply of Survey Equipment, Computer and Printers				
	(a) Computers	Lump Sum	1		
	(b) Printers	Lump Sum	1		
	( c ) Provision of survey equipment	Lump Sum	1		
100	TOTAL CARRIED TO SUMMARY	L	-		

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	ACCOMMODATION OF TRAFFIC				
B15.01	Accommodating traffic and maintaining temporary deviations	km	1		
15.02	Earthworks for temporary deviations:				
	(a) Shaping of temporary deviations	km	Rate Only		Rate Only
B15.03 LI	Temporary traffic-control facilities:				
	(a) Flagmen	Man-day	320		
	(b) Portable STOP and GO-RY signs	number	8		
	(e) Road signs, R- and TR-series, (900mm dia)	number	4		
	(f) Road signs, TW-series, (1200mm sides)				
	(i) Single	number	8		
	(h) Delineators (DTG50J)				
	(i) Single	number	80		
	(ii) Mounted back to back	number	20		
	(n) Provision of high visibility safety jackets and hat	number	4		
15.04	Relocation of traffic-control facilities	Lump Sum	1		
15.05	Gravelling and repair of temporary deviations				
	and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m³	Rate Only		Rate Only
	(b) Existing roads used as temporary deviations	km-passes	Rate Only		Rate Only
1500	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	CLEARING AND GRUBBING				
17.01	Clearing and grubbing	ha	10		
17.02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 1 m up to and including 2 m	number	20		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m²	10		
17.09	Demolition,removal and disposal off site of miscellaneous structures consisting of:				
	(a) Unreinforced Concrete	m³	5		
	(b) Masonary and stone pitching	m³	5		
	(c) Reinforced concrete	m³	5		
1700	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	DAYWORKS				
B18.01	Labourers				
	(i) Unskilled	hour	20		
	(ii) Semi-skilled	hour	20		
	(iii) Skilled	hour	20		
B18.02	Foremen	hour	20		
B18.03	<u>Trucks</u>				
	(i) 6m3	hour	20		
	(ii) 10m3	hour	20		
	(iii) 5 ton flat truck	hour	20		
B18.04	TLB	hour	20		
B18.05	Loader (0,5m3 bucket)	hour	20		
B18.06	Grader (CAT 140G or similar)	hour	20		
B18.07	Vibratory roller	hour	20		
B18.08	Grid roller	hour	20		
B18.09	Pedestrian roller (Bomag BW90)	hour	20		
B18.10	Water truck (5000l)	hour	20		
B18.11	Chainsaw	hour	20		
B18.12	Mechanical broom	hour	20		
B18.13	Light delivery vehicle (1 ton capacity)	hour	20		
1800	TOTAL CARRIED TO SUMMARY		<u> </u>		
1000	TO THE OWNER OF THE OWNER OWNER OF THE OWNER OWNER OF THE OWNER OW				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2100	<u>DRAINS</u>				
21.01	Excavation for open drains				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
LI	(i) 0 m up to 1,5 m	m³	5600		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m³	1120		
	(c) Extra over subitem 21.01(a) for excavation by hand within the following depth ranges below surface level:				
	(i) 0 m up to 1,5 m	m³	Rate Only		Rate Only
21.06	Natural Marerial in subsoil drainage system (crushed stone):				
	(b) crushed stone obtained from commercial sources (Coarse grade 19mm)	m³	312		
21.08	Pipes in subsoil drainage systems:				
	( c ) High density type polyethylene pressure pipes and fitting complete with couplings (100mm internal dia. Perforated)	m	600		
21.09	Polythylene sheeting 0.15 mm thick, or similar approved material, for lining subsoil drainage system	m <sup>2</sup>	Rate Only		Rate Only
21.10	Synthetic fibre filter fabric				
	(a) Kaytech Grade A2	$m^2$	1830		
21.12	Concrete outlet structures, manhole boxes, Junction boxes, and cleaning eyes for subsoil drainage systems				
	( a ) Outlet Structures	No	2		
	(b) Cleaning eyes	No	2		
21.18	Excavation for cleaning of existing drainage systems				
	a) Manhole inlet and outlet structure	$m^3$	Rate Only		Rate Only
	b) Culverts barrels	$m^3$	Rate Only		Rate Only
21.19	Selected backfill material under concrete-lined side drains compacted to 93% mod. AASHTO density	m³	Rate Only		Rate Only
2100	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2200	PREFABRICATED CULVERTS				
22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m³	270		
	(ii) Exceeding 1,5 m and up to 3,0 m	m³	18900		
	(iii) Exceeding 3,0 m and up to 4,5 m	m³	2700		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m³	1200		
	(c) Extra over subitem 22.01(a) for excavation by hand within the following depth ranges below surface level:				
	(i) 0 m up to 1,5 m	m³	75		
22.02	Backfilling:				
	(a) Using the excavated material	m³	12800		
	(b) Using imported selected material	m³	3700		
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling containing 5% cement	m³	1650		
22.03	Concrete pipe culverts:				
	(b) On class B bedding:				
	(i) OG Class 50D - 600 mm Diameter	m	1018		
	(ii) OG Class 50D - 750 mm Diameter	m	123		
	(iii) OG Class 50D - 900 mm Diameter	m	327		
	(iv) OG Class 50D - 1200 mm Diameter	m	656		
	(vi) OG Class 50D - 1350 mm Diameter	m	157		
2200	Carried forward				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
22.05	Portal and rectangular culverts				
	(b) Without prefabricated floor slabs				
	(1) 2100 x 900 Class 75S Rectangular Portal Culverts	m	1494		
22.07	Cast in situ concrete and formwork:				
	(a) In class A bedding, screeds and the encasing for pipes, including formwork:				
	(i) Class 15/19 concrete	m³	75		
	(b) In floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish:				
	(i) Class 30/19 concrete	m³	418		
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork, but including class U2 surface				
	(i) Class 30/19 concrete	m³	45		
	(d) Formwork of concrete under subitem 22.07(c) above (type of finish indicated):				
	(1) Vertical formwork for F1 surface finish	$m^2$	125		
22.10	Steel reinforcement:				
	(a) Mild steel bars	t	2		
	(b) High-tensile steel bars	t	4		
	(c) Welded steel fabric	kg	5400		
2200	Carried forward				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
22.12	Removing existing concrete:				
	(a) Plain concrete	m³	Rate Only		Rate Only
	(b) Reinforced concrete	m³	Rate Only		Rate Only
22.14	Removing and stacking existing prefabricated culverts (450 - 900mm concrete pipes)				
22.15	Treating surfaces with epoxy resin for joining new to old concrete (ABE epoxy resin or similar)	litre	Rate Only		Rate Only
22,17	Manholes, catchpits, precast inlet and outlet structures complete				
	(a) Manholes as per Drawing No:MONT/STW/TPC14	No	46		
	(b) Catchpits as per Drawing No: MONT/STW/TPC08	No	29		
	(c) Precast inlet and outlet structure as per Drawing No: MONT/STW/TPC05/06	No	2		
	(d) Extra over or less than subitem 22.17 (a) for variations in the depths of manholes from the standard depth designated for tendering purposes (standard depth and type of manhole indicated)	m	40		
22,21	Accessories				
	(b) Inlet grids including frames				
	(i) Type 6, SABS 1115	No	2		
	Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement), existing structures				
22.25	demolished and removed to spoil, and removing and relaying, and removing and stackig existing prefabricated culverts, for haul in excess of the free-haul distance	m³-km	22870		
2200	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINING				
23.01	Concrete kerbing				
	(a) Precast kerbing to SABS 927:2006				
	(i) Figure 8 C	m	4098		
23,02	Concrete kerbing-channelling combination				
	(a) Precast Armorflex erosion control blocks (340mm x 400mm x 95mm)	m²	3334		
23.07	Trimming of excavation for concrete-lined opened drains				
LI	(a) In soft material	m <sup>2</sup>	3500		
	(b) In hard material	m²	350		
2300	TOTAL CARRIED FORWARD TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	MASS EARTHWORKS				
33.01	Cut and borrow to fill, including free-haul up to 1,0				
	(a) Material in compacted layer thicknesses of 200 mm and less:				
	(ii) Compacted to 93% of modified AASHTO density	m³	1200		
33.03	Extra over item 33.01 for excavating and breaking down				
	(a) Intermediate excavation	m³	270		
	(b) Hard excavation	m³	Rate Only		Rate Only
	(d) Boulder excavation Class A	m³	Rate Only		Rate Only
33.04	Cut to spoil, including free haul up to 1,0 km materials				
LI	(a) Soft excavation	m³	9500		
	(b) Intermediate excavation	m³	450		
	(c) Hard excavation	m³	120		
	(e) Boulder excavation Class A	m³	Rate Only		Rate Only
33.07	Removal of unsuitable material (including free-haul of 1 km)				
	(a) In layer thickness of 200mm and less				
	(i) Stable material	m³	500		
33.10	Roadbed preparation and the compaction of material				
	(b) Compaction to 93% of modified AASHTO density	m³	2990		
33.12	In situ treatment of roadbed:				
	(a) In situ treatment by ripping	m³	100		
	(b) In situ treatment by blasting	m³	Rate Only		Rate Only
33.13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m²	960		
	(b) Fill slopes	m²	6000		
33/16.02	Overhaul (extra over items 33.01 on material hauled in excess of the free-haul distance of 1km (ordinary overhaul)	m³-km	29900		
33/32.06	Stockpilling of material	m³	Rate Only		Rate Only
3300	TOTAL CARRIED TO SUMMARY		1		

**SECTION 3400** 

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34.14	Pavement layers constructed from gravel obtained from Commercial source				
	(d) Gravel subbase (chemically stabilised material				
	(i) 97% of modified AASHTO density (150mm compacted layer thickness)(C4)	m³	2500		
34/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)				
		m³-km	Rate Only		Rate Only
34/32.04	Removal of oversize pavement material	m³	1100		
34/32.06	Stockpiling of material	m³	Rate Only		Rate Only
3400	TOTAL CARRIED TO SUMMARY				

**SECTION 3500** 

HEMINO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>STABILIZATION</u>				
35.01	Chemical stabilization 150mm layer thickness extra over unstabilized compacted layers (base and subbase layer)				
	(a) Gravel subbase, 150mm thick	m³	2500		
35.02	Chemical stabilizing agent:				
	(a) CEMII B-L	t	150		
35.04	Provision and application of water for curing	kilolitre	1500		
3500	TOTAL CARRIED TO SUMMARY				

**SECTION 3600** 

	67/2023 - DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS						
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT		
	CRUSHED STONE BASE						
36,01	Crushed stone base:						
00,01	0. 40.104 0.010 24001						
	(e) Constructed from type G3 natural material						
	obtained from commercial source (37mm nominal						
	maximum size stone) and compacted to:						
	(i) 98% of modified AASHTO density (150mm thick	m³	2353				
	layer)						
			•				
3600	TOTAL CARRIED TO SUMMARY						

**SECTION 4100** 

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
44.00	PRIME COAT				
4100	PRIME COAT				
41.01	Prime coat:	Ptos	44040		
	(c) MC-30 cut-back bitumen	litre	11040		
	(e) Invert bitumen emulsion	litre	Rate Only		Rate Only
41.02	Aggregate for blinding	m²	350		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	litre	640		
4100	TOTAL CARRIED TO SUMMARY				

applied at a rate of 0.5l/m<sup>2</sup>

(a) 60/70 pen. grade bitumen

Variations in active filler content:

(a) 30 mm thick, continuously graded medium grade,

(a) CEM II 32.5 cement

Cores in asphalt paving

Speed Humps as per Engineer's drawing

(b) Hydrated Lime

Trial sections:

normal mixture

(a) 100 mm dia

Binder variations

42.05

42.06

42.07

42.08

B42.09

**SECTION 4200** 

#### BID NO: 67/2023 - DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS ITEM NO DESCRIPTION UNIT QUANTITY RATE **AMOUNT** ASPHALT BASE AND SURFACING 4200 42.02 Asphalt surfacing : (a) Continuously graded, medium grade, using 60/70 penetration grade bitumen: (i) 30 mm thick, normal mixture with conventional binder m² 13800 Tack Coat 42.04 (a) Tack coat using 30% stable-grade emulsion 8280 litre

t

t

 $m^2$ 

No

No

800

10

**SECTION 5100** 

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5100	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION				
51.01	Stone pitching:				
	(b) Grouted stone pitching	m²	120		
5100	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5200	<u>GABIONS</u>				
52.01	Foundation trench excavation and backfilling				
	(a) In solid rock (material which requires blasting)	m³	50		
	(b) In all other classes of material	m³	20		
52.02	Surface preparation for bedding the gabions	m²	100		
52.03LI	Gabions				
	(a) Galvanised gabion boxes				
	(iii) 2,0 m x 1,0 m x 1,0 m with mesh type 80 ,2.7mm dia class A galvanised wire	m³	20		
	(c) Galvanized reno mattresses, 0.3m deep with mesh type 60 and 2.2mm dia class A galvanised wires, and diaphragms at 1.0 centres	m³	20		
52.04	Filter Fabric (Bidim U34 or Similar)	m²	30		
5200	TOTAL CARRIED TO SUMMARY		1		

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	ROAD SIGNS				
56.01 LI	The tendered rate shall include full compensation for procuring and furnishing all the materials, supplying the completed road sign board, including framework, reinforcement, brackets, bracings, lettering, symbols, numbers, arrows, emblems and borders and for materials, equipment, labour, supervision transport etc for completion and installation of the road sign board complete as specified				
	(a) Aluminium sheet (2,0 mm thick)				
	<ul><li>(i) Area not exceeding 2 m²</li><li>(c) Prepainted galvanized steel plate (chromadek or approved equivalent):</li></ul>	m²	30		
	(i) Area not exceeding 2 m²	m²	10		
5600	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	ROAD MARKINGS				
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100 mm wide	km	Rate Only		Rate Only
	(iv) 300 mm wide	km	Rate Only		Rate Only
	(b) Yellow lines (broken or unbroken):				
	(i) 100 mm wide	km	Rate Only		Rate Only
	(d) White lettering and symbols	m²	125		
	(e) Yellow lettering and symbols	m²	5		
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m²	378		
57,01	Variations in rate of application:				
	(a) White paint	L	1		
	(b) Yellow paint	L	1		
B57.06	Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols	km	Rate Only		Rate Only
5700	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	FINISHING THE ROAD AND ROAD RESERVE  AND TREATING OLD ROADS				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road	km	3,77		
59.02	Treatment of old roads and temporary deviations	km	Rate Only		Rate Only
5900	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7300	CONCRETE BLOCK PAVING				
	Concrete block paving:				
73,01	(a) Supply and laying of 60mm thick concrete interlocking paving blocks of 25MPa crushing strength including 25mm thick sand bedding and filling the joints with jointing sand	$m^2$	4 100		
LI	(b) Supply and laying of 80mm thick concrete interlocking paving blocks of 25MPa crushing strength including				
	25mm thick sand bedding and filling the joints with jointing sand	m²	Rate Only		Rate Only
73.02	Cast insitu concrete edge and intermediate beams. Concrete class 25/19	m <sup>3</sup>	370		
LI					
7300	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP				
81.02	Other special tests requested by the Engineer:				
	(a) Cost of testing	PC Sum	1	200 000,00	200 000,00
	(b) Charge on Prime Cost Sum	%	200 000,00		
81,03	Providing testing equipment:				
	(a) Rolling straight-edge	number	1		
8100	TOTAL CARRIED TO SUMMARY				

#### **SUMMARY OF SCHEDULE OF QUANTITIES**

SECTION	DESCRIPTION	AMOUNT
CHEDULE A: R	COADWORKS	
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
1800	DAYWORK AND HIRE OF CONSTRUCTION PLANT	
2100	DRAINS	
2200	PREFABRICATE CULVERTS	
2300	CONCRETE KERBING, CONCRETE, CHANNELING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
3600	CRUSHED STONE BASE	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
5100	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATMENT OF OLD ROADS	
7300	CONCRETE BLOCK PAVINGS	
8100	TESTING MATERIALS AND WORKMANSHIP	

BID NO: 67/2023 - DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS			
CALCULATION OF TENDER SUM			
TOTAL OF SCHEDULE A : ROADWORKS			
TENDER (CONTRACT) SUM			
CONTINGENCIES  The sum provided here is under the sole control of the Engineer and may be deducted in whole or in part. (The Tenderer must add 10% of the total of schedule of quantities)			
SUBTOTAL (1)			
CONTRACT PRICE ADJUSTMENT			
Sum provided in terms of the provisions of the General of Conditions of Contract (The Tenderer must add 3% of of Sub-Total 1			
SUBTOTAL (2)			
VALUE-ADDED TAX (VAT)			
The tenderer shall add 15% of subtotal (2) for VAT			
TENDER SUM CARRIED TO FORM OF TENDER			

# THECONTRACT

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

# PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS	D.75
C3.2	ENGINEERING	D.79
C3.3	PROCUREMENT POLICY	D.79
C3.4	CONSTRUCTION	D.80
C3.5	MANAGEMENT	D.188

#### **DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS**

#### C3.1 DESCRIPTION OF WORKS

#### C3.1.1 Employer's Objectives

The objectives of the project are to upgrade an 3,77 km gravel streets in a portion where they are establishing new development.

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

#### C3.1.2 Overview and Location of Works

The upgrading of street in the South of Pretorius is within the south western portion of town of Louis Trichardt. Moreover, this portion of the town is located within close proximity of the existing Tshikota Settlement).

#### C3.1.3 Extent of Works

The works shall consist of the following main items to be upgraded under the contract:

#### a) Roadworks

- Setting out of the road;
- Site Clearance:
- Accommodation of traffic (establishment of detours);
- Locating and protection of the existing services;
- Relocation of services i.e sewer line, water, etc,
- Mass Earthworks;
- Pavement layer works (Sub-Base and Base) from commercial source;
- Construction of stormwater drainage system consisting of concrete pipes of 600 diameter to 1350 diameters for 2.281 km.
- Construction of stormwater drainage system consisting of concrete pipe of 3
   x 2100 x 900 class 75 rectangular portal culverts for 1.9 km.
- Provide erosion protection by means of gabions,
- Installation of road signs and road markings;

- 30mm Continuously Graded Medium Hot Asphalt (AC) for 3,77 km;
- Finishing off the road and road reserve.

#### C3.1.4 Location of the Works

**TENDER No: 67/2023** 

The following details provide the key elements of the project area.

Municipal Area: Makhado Local Municipality

Central Co-ordinates:

Latitude (S) : 23° 3'4.83"SLongitude (E) : 29°53'21.62"

The project is within the south western portion of town of Louis Trichardt. Moreover, this portion of the town is located within close proximity of the existing Tshikota Settlement).

#### C3.1.5 Temporary Works

No temporally works are envisaged on the contract.

#### C3.1.6 General Information

#### C3.1.6.1 Drawings

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

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

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

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

#### C3.1.6.2 Power, Water Supply and Other Services

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

#### C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated

by the local authority shall be adhered to.

**TENDER No: 67/2023** 

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

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

- C3.1.6.4 Additional Requirements for Construction Activities
- C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.
- C3.1.6.5 Programme Requirements for Construction Activities

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

#### C3.1.6.6 Construction in Confined Areas

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

#### C3.1.7 Labour Regulations

#### C3.1.7.0 EPWP Requirements

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work

#### **Competencies of LI Management and Supervisory staff**

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

#### Wage Dispute (Contractor default to pay beneficiaries)

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

#### **Provision of Hand tools**

**TENDER No: 67/2023** 

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

#### **Reporting Requirements**

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

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

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

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

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

#### C3.1.7.2 Applicable labour laws

Ministerial determination 4:

- Special Public Works Programs Government Gazette no. 34310-3 of 4 May 2012.
- 2. Code of Good Practice for Employment and Conditions of works of Expanded Public Works Programs Government Gazette no. 34032 of 18 February 2011.

#### C3.2 ENGINEERING

#### C3.2.1 Design

- (a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

#### C3.2.2 Employer's Design

- (a) Detail description of Works
- (b) General Works

#### C3.2.3 Contractor's Design

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

#### C3.2.4 Design procedures

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

#### C3.3 PROCUREMENT POLICY

Bids will be assessed under the provisions of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); BBBEE, Supply Chain Management Policy of the municipality in accordance with the specifications and in terms of 90:10 preferential points system and functionality. The minimum threshold for functionality is 70%, bidders who score less than 70% will not be considered for further evaluation.

#### C3.4 CONSTRUCTION

**TENDER No: 67/2023** 

#### C3.4.1 STANDARD SPECIFICATIONS

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

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

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(b) SABS or BS Specifications and Codes of Practice

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

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.
- (d) Latest **Sabita Manual**, Manual 25 entitled "Quality Management in the Handling and Transport of Bituminous Binders".

#### C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

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

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

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11

1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

#### C3.4.2.2 Amendments to the Standard Specifications

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

#### C3.4.2.3 Project Specifications Relating to Standard Specifications

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

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

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

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

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

#### C3.4.2.4 Project Specifications Relating to EPWP

#### **EPWP Special Project Specification**

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

#### Requirement for Sourcing and engagement of Labour

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

The minimum rate of pay set for the EPWP is R 220.00 per task or per day.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- (d The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (e The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

#### **Employment demographics**

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

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

# Labour Intensive Specification in the Guidelines pertaining to "Earth works": GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5,

Construction and management requirement for works contracts- Part 5: Earth works activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

#### SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) Trenches having a depth of less than 1.5 metres
- b) Storm water drainage

#### **PRECEDENCE**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

#### HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

- a) Granular materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) Cohesive materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### Note:

1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

#### TRENCH EXCAVATION

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

## COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### **EXCAVATION**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

#### **CLEARING AND GRUBBING**

Grass and small bushes shall be cleared by hand.

#### SHAPING

All shaping shall be undertaken by hand.

#### **LOADING**

All loading shall be done by hand, regardless of the method of haulage.

#### HAUL

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

MATTERS RELATING TO THE STANDARD SPECIFICATIONS	
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#### **SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

#### B1202 SERVICES

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Add the following to the fifth paragraph:

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

#### B1204 PROGRAMME OF WORK

#### (a) General requirements

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

Add the following after the third paragraph:

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

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

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

#### (b) Programme of work for rehabilitation work

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

#### B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

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

Add the following at the end of this clause:

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

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

Add the following:

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

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

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

#### **B1209 PAYMENT**

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#### (b) Rates to be inclusive

Add the following:

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

#### (e) Materials on the site

Add the following:

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

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

### B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to the first paragraph of subclause (d)(ii)

"This is also required with respect to fences, gates, camp sites, bypasses and material spoiled on private property."

Add the following after subclause (e)

"These written statements, as required in Clause 1214(b)-(e) shall be handed to the Engineer before the final certificate will be issued."

#### B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

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

#### Method (ii) (Critical path method)

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

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

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

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

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

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

#### Rainfall records for LOUIS TRICHARDT

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY	95.8	12
FEBRUARY	82.9	11
MARCH	65.4	10
APRIL	25	6
MAY	9.7	3
JUNE	14.4	2
JULY	2.4	1
AUGUST	2.8	1
SEPTEMBER	4.1	3
OCTOBER	37.3	7
NOVEMBER	111	14
DECEMBER	92.6	13

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

Add the following subclause:

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

#### B1222 USE OF EXPLOSIVES

Add the following subclause:

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

#### B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

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

#### **B1229 SABS CEMENT SPECIFICATIONS**

Replace the last paragraph of this clause with the following:

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

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

Part 1: Common cements.

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

Old product	Typical new product nomenclature	
nomenclature	Cement type	Cement strength class
OPC	CEM I	32,5
	CEMI	32,5R
RHC	CEM I	42,5
	CEMI	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R

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

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

Add the following new clauses:

#### "B1230: IN-SERVICE AND STRUCTURED TRAINING

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

#### (a) Details of in-service and structured training

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

- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
  - the name of the contractor
  - the name of the employee
  - the name of the project/contract
  - the nature of the work satisfactorily executed by the worker and the time spent thereon
  - the nature and extent of training provided to the worker
  - the dates of service.

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

#### (b) Lead time for training

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

#### B1231 COMMUNITY LIAISON OFFICER (CLO)

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

#### (a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 16:00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will

be terminated.

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- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

#### (b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer in terms of the Sectorial determination 2: Civil Engineering Sector (Task grade 3).

#### (c) Period of employment of the community liaison officer

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

#### **B1232 SUBCONTRACTORS**

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

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

#### B1233 WORKMEN'S COMPENSATION ACT

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

Add the following clause:

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

#### (a) Introduction

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

#### (b) General Provisions

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

The minimum requirements for operations at borrow pits are:

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

#### (c) Duties of the Manager

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

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

Add the following pay items and change the clause number.

#### B12.35 MEASUREMENT AND PAYMENT

Add the following items:

ITEM UNIT

#### B12.01 Protection, removal, realignment and replacement of services

- (a) Utility services (Eskom, Telkom, sewerline water pipeline
  - (i) The removal, protection and replacement of utility services Prov Sum
  - (ii) Handling costs and profit in respect of B 12.01 (a) (i)Percentage (%)

Expenditure under this item will be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under Item B 12.01 (a) (i), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying Eskom or its appointed agent for carrying out the work.

#### B12.02 Cost for CLO over the Contract Period

a)	Project Liaison Officer	Provisional Sum
b)	Project steering committee	Provisional Sum
c)	Handling costs and profit in respect of sub-item B12.02(a and b)	Percentage (%)

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

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.02 (a and b), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer."

#### B12.03 Training

**TENDER No: 67/2023** 

- a) Accredited and approved training courses for selected local and other labourers including wages during training

  Provisional Sum
- b) Handling costs and profit in respect of sub-item B12.03(a) Percentage (%)

Expenditure under this item will be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under Item B 12.03 (a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying individual landowners, community co-operatives, communal land trusts etc, for the loss of land, crops, grazing or any other facility.

#### B12.05 Provisional Sum

(a)	Project Launch	Provisional Sum
(b)	Payment for OHS Agent	Provisional Sum
(c)	Payment for Social Facilitation	Provisional Sum
(d)	Cost for Local student	Provisional Sum
(e)	Handling cost and profit in respect of sub- item B12.05(a) and (d)	Percentage (%)

The provisional sums shall be paid in accordance with the provisions of the General Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

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

#### B1302 GENERAL REQUIREMENTS

#### (a) Camps, constructional plant and testing facilities

Add the following:

**TENDER No: 67/2023** 

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

#### B1303 PAYMENT

ITEM UNIT

#### B13.01 The contractor's general obligations

(As specified)

Add the following after the fifth paragraph:

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

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

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

#### B1402 OFFICES AND LABORATORIES

#### (a) General

**TENDER No: 67/2023** 

Add the following:

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

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

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

#### (b) Offices

Add the following new sub-sub-clause:

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

#### B1406 MEASUREMENT AND PAYMENT

Add the following sub-item:

ITEM UNIT

#### B14.11 Provision of cellular telephone to the Engineer:

- (a) Cost of cellular phone, calls and other charges Provisional Sum (P Sum)
- (b) Handling cost and profits in respect of item B14.11(a) Percentage (%)

The unit of measurement for item B14.11 shall include full compensation for the monthly cellular phone costs for the Engineer's site personnel.

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

ITEM UNIT

#### B14.12 Provision and erection of security fencing (Including gate) metre (m)

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

#### **General: Method of payment**

Add the following:

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

**SECTION 1500: ACCOMMODATION OF TRAFFIC** 

#### B1502 GENERAL REQUIREMENTS

#### (e) Access to properties

Add the following:

**TENDER No: 67/2023** 

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

#### (i) Traffic safety officer

Add the following after subclause (viii):

- "(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works
- (vi) arrange for the removal of broken down vehicles that obstruct the normal traffic flow

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

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

Add the following new subclauses:

#### "(j) Handing over the site

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

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

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

#### (I) Land taken up for deviations

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

#### "(m) Maximum lengths of construction areas

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

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

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

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

#### B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

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

#### (b) Road signs and barricades

Add the following:

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

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

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

#### (c) Channelization devices and barricades

Add the following:

"Drums shall not be used as channelization devices.

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

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

iv) It shall be subject to the approval of the Engineer.

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

#### (e) Warning devices

Add the following:

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

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

#### B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

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

Add the following clause:

#### B1517 RETRO-REFLECTIVE MATERIAL

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

#### B1518 MEASUREMENT AND PAYMENT

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

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

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

Renumber item 15.03 as B15.03 and add the following

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

Add the following sub-item:

"ITEM UNIT

#### B15.02 Temporary traffic control facilities

n) Provision of high visibility safety jackets and safety hats number (No)

The unit of measurement shall be the number of safety jackets supplied to the supervisory staff.

The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract".

#### **SECTION 1700: CLEARING AND GRUBBING**

#### B1702 DESCRIPTION OF WORK

#### a) Clearing

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Add the following:

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

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

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

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

#### **B1703 EXECUTION OF WORK**

#### (a) Areas to be cleared and grubbed

Add the following:

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

#### B1704 MEASUREMENT AND PAYMENT

Change item 17.01 to read as follows:

ITEM UNIT

#### B17.01 Clearing and grubbing of:

Clearing and grubbing

hectare (ha)

Measurement and payment for item B17.01 shall be as specified for item 17.01 of the standard specifications.

#### **SECTION 1800: DAYWORK SCHEDULE**

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

Add the following:

**TENDER No: 67/2023** 

#### B1801 SCOPE

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

#### B1802 ORDERING OF DAYWORK

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

#### B1803 MEASUREMENT AND PAYMENT

The engineer may order the following daywork items:

ITEM	DESCRIPTION	UNIT
B18.01	(a) Normal hours of duty of:	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h)
	(iii) Skilled	Hour (h)
	(iv) Foreman	Hour (h)
B18.02	Hire of construction equipment	
	(a) Excavator 22 –30 ton	Hour (h)
	(b) TL Backactor	Hour (h)
	(c) Front end loader	Hour (h)
	(d) Platform truck	Hour (h)
	(e) Tip truck	Hour (h)
	(f) Grader (CAT 140G or similar)	Hour (h)
	(g) Walk behind roller (Bomag	
	BW90 or similar)	Hour (h)
	(h) Mechanical Broom	Hour (h)
	(i) D6 Dozer	Hour (h)
	(j) Compressor	Hour (h)
	(k) Submersible dewatering pump	Hour (h)

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

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in sub-clause 6.5 of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

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

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

#### **SECTION 2100: DRAINS**

#### B2103 BANKS AND DYKES

Add the following:

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

#### **B2104 SUBSOIL DRAINAGE**

#### (a) Materials

(i) Pipes

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

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

(ii) Synthetic-fibre filter fabric

Add the following:

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

#### **B2107 MEASUREMENT AND PAYMENT**

Add the following new items:

"ITEM UNIT

### B21.20 Galvanised wire mesh 250 x 250mm, at the outlets of subsoil drainage systems. Mesh 10mm x 2,5mm wire diameter Number (No)

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

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

ITEM UNIT

#### B21.21 Subsoil drainage markers

Number (No)

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

#### **SECTION 2200: PREFABRICATED CULVERTS**

#### B2201 SCOPE

**TENDER No: 67/2023** 

Add the following:

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

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

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

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

#### **B2203 MATERIALS**

#### (f) Skewed Ends

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

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

#### B2204 CONSTRUCTION METHODS

Add the following:

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

#### (c) Excavation by hand

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

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

#### B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following subclauses:

#### "(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for

such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

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

#### (d) Drainage of excavations

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

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

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

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

#### B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

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

Replace with the following:

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

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

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

#### **B2211 BACKFILLING OF PREFABRICATED CULVERTS**

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

#### B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

#### (b) Concrete work

Add the following:

"The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wingwalls shall be finished to a Class U2 surface finish."

#### (h) Prefabricated inlet and outlet structures

Add the following:

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

#### **B2218 MEASUREMENTS AND PAYMENT**

Add the following to pay item 22.05:

"In addition to the requirements for measuring concrete backfill to rectangular culverts as specified for item 22.08, the following shall apply:

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation.

The width of the concrete backfill between portals in the case of multiple culverts, shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal".

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

#### B2301 SCOPE

**TENDER No: 67/2023** 

Add the following:

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

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

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

Type C : In situ concrete kerbing at intersections

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

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

#### B2302 MATERIAL

Add the following new sub-clauses:

#### (e) Metal pipes

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

#### **B2304 CONSTRUCTION**

#### (d) Slip form kerbing

Add the following:

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

#### (e) Cast in situ kerbs and channels

Add the following:

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

Add the following new sub-clauses:

#### (i) Construction sequence

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

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

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

Add the following sub-clause:

# (k) Formwork and finish

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

# **SECTION 3100: BORROW MATERIALS**

## B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

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

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

## **B3103 OBTAINING BORROW MATERIALS**

# (a) General

**TENDER No: 67/2023** 

Add the following:

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

# (b) Use of borrow materials

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

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

## B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

# (c) Excess overburden

Add the following:

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

# (f) Protecting borrow pits

Add the following:

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

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

Add the following new sub-clause:

# "(h) Haul roads

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

of the engineer."

# B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

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

# **B3108 MEASUREMENT AND PAYMENT**

Change item 31.01 to read as follows:

"ITEM UNIT

# B31.01 Excess overburden:

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

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

Add the following new item:

# **SECTION 3300: MASS EARTHWORKS**

## **B3305 TREATING THE ROADBED**

# (a) Removing unsuitable material

Add the following to the third paragraph:

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

# (c) Preparing and compacting the roadbed

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

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

# B3307 FILLS

**TENDER No: 67/2023** 

# (c) Constructing a pioneer layer

Add the following to the first paragraph:

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

# (d) Benching

Add the following:

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

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

## **B3308 FINISHING THE SLOPES**

## (d) General

Add the following:

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

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of the backfilling operation the cut and fill slopes shall be neatly finished as specified."

## **SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**

# **B3402 MATERIALS**

## (a) General

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Add the following:

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

# **B3405 CONSTRUCTION TOLERANCES**

# (e) Cross-section

Delete the second paragraph and replace with the following:

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

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

# (f) Surface regularity

Add the following:

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

# B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

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

## **B3407 MEASUREMENT AND PAYMENT**

# B34.14 PAVEMENT LAYERS CONSTRUCTED FROM MATERIAL FROM COMMERCIAL SOURCES:

- (c) Gravel sub base (unstabilized crushed material) Compacted to:
  - (i) 95% of modified AASHTO density (150 mm thick)

cubic metre (m³)

(d) Gravel subbase (chemically stabilized crushed material) compacted to:

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(i) 97% of modified AASHTO density (150 mm thick) cubic metre (m³)

Measurement shall be according to item 34.01 of the standard specifications.

The tendered rate shall include full compensation for:

Procuring hard material, breaking down, placing and compacting the material, including transporting the material for an unlimited haul distance and its removal, disposal and transporting for an unlimited haul distance of all oversize material, and the protection of the layer and the conducting of control tests, all as specified.

The mechanical modification of the untreated layer (crushed dump rock material) by adding soil binder or mixing the crushed dump rock with material from another source.

Providing an appropriate crushing and/or screening plant, transporting the plant to site, erecting, commissioning and finally dismantling it, and loading and transporting it away from the site or to the point where it is to be re-erected, regardless of the number of types of material treated.

The crushing and or screening of the mine dump rock, including all labour, plant, fuel, power supply ,water , handling, processing, stockpiling, loading, for transportation to the point of final use, and or disposing of any material screened out and discarded.

Conforming to all safety requirements of the mine manager including conditions set by him for working on mine property, the Occupational Health and Safety Act, the Mine Health and Safety Act No 29 of 1996 and Amendment Act No 72 of 1997 and the requirements of the Environmental Management Plan including all incidentals necessary.

#### **SECTION 3500: STABILISATION**

# **B3503 CHEMICAL STABILISATION**

# (a) Preparing the layer

**TENDER No: 67/2023** 

Add the following:

Breaking-down and removal of oversize material and addition of material to make to required thickness shall be completed before stabilising agent shall be added."

# (h) Curing the stabilised work

Add the following:

"It is the intention of this contract that curing of chemically stabilised layers shall be undertaken in accordance to protection method (ii) as specified. Any other method of curing shall only be allowed in special circumstances as decided upon by the engineer, but no additional payment whatsoever over and above that allowed for in item 35.05 will be made."

# (i) Construction limitations

In table 3503/1, replace "8 hours" with "6 hours."

# **B3506 TOLERANCES**

# (b) Uniformity of mix (chemical stabilisation)

Add the following:

"All pavement layers, especially layers which are to be chemically stabilised, shall, apart from the application of other mixing equipment, include at least two motor grader blade mixing operations to the full depth of the layer.

The in-place mixing of chemical stabilising agents with gravel materials shall be executed in such a manner that the coefficient of variation in the uniformity of the mix shall not exceed 30% when the stabilised layer is subjected to the chemical titration test, TMH1 method A15d. For plant-mixed stabilised materials the coefficient of variation shall not exceed 20%.

The coefficient of variation,  $C_v$ , is calculated by the formula:

$$C_v = S_n \times 100$$
 where,

 $X_{n}$ 

 $S_n$  = standard deviation of n determinations of stabilising agent content

 $X_n$  = mean percentage of n determinations of stabilising agent content with n = 4 minimum."

# B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

"The preparation of chemically stabilised material for the determination of the modified AASHTO density of the material shall be executed in accordance with TMH1 test method A16T and compaction thereof in accordance with TMH1 test method A7."

# **SECTION 5200: GABIONS**

## B5201 SCOPE

**TENDER No: 67/2023** 

Add the following paragraph

"This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the engineer."

# B5203 CONSTRUCTION OF GABION CAGES

# (a) General

Add the following new sub-clause:

"(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

## **B5204 CONSTRUCTING GABIONS**

# (c) Assembly

Delete and substitute with:

# (c) Assembly, erection and stretching

# (i) Assembly

"Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

## (ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

# (iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

## (d) Rock filling

Add the following new sub-sub-clause:

# (iii) General

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

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

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

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

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

Add the following new sub-clauses:

# (e) Final wiring

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

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

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

# (f) Removal, dismantling and stacking of gabions

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

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

# **SECTION 5600: ROAD SIGNS**

## B5601 SCOPE

**TENDER No: 67/2023** 

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

## B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

# (a) Road signboards

Add the following:

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

# (a) (ii) Steel profile road signboards

Add the following:

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

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

# B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

# "(e) Application of retro-reflective material

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

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification."

# B5605 STORAGE AND HANDLING

Add the following:

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

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retroreflective material

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

## **B5606 ERECTING ROAD SIGNS**

# (c) Erection

Add the following:

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

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer."

number (No.)

number (No.)

**DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS** 

# B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

(a) (b)

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

Dismantling shall include sign panels and ground mounted sign supports.

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

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

B5609	MEASUREMENT AND PAYMENT
ITEM	UNIT
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:
	Amend the last two lines of the second paragraph to read:
	"completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists' view of the new or replaced sign board. Add the following pay items:
"ITEM	UNIT
B56.10	Danger plates at culverts/structures

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

Type A at stormwater culverts (size indicated)

Type B at bridges (size indicated)

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

**SECTION 5700: ROAD MARKINGS** 

# B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

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

## B5707 APPLYING THE PAINT

Add the following:

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

### **B5711 GENERAL**

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

", bituminous emulsion, slurry"

Add the following to the last paragraph:

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

Add the following new clause:

# **"B5715 REMOVAL OF EXISTING ROAD STUDS**

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

## B5714 MEASUREMENT AND PAYMENT

ITEM UNIT

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

Add the following:

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

Add the following item:

"Item Unit

B57.07 Establishment of painting unit during the construction period

Lump sum

The unit of measurement shall be the lump sum to compensate the contractor for the establishment and removal of the painting unit after the retention period.

The tendered lump sum shall include full compensation for the establishment on site and for the removal of all equipment, personnel, etc. as may be required for the application of the road marking.

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

# B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

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

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

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

# **SECTION 6100: FOUNDATIONS FOR STRUCTURES**

## **B6102 MATERIAL**

**TENDER No: 67/2023** 

# (b) Rock (for rock fill)

Replace this section with the following:

"Stones/rock shall be hard, angular veld or quarry stones or rock fragments of such quality that they will not disintegrate on exposure to water or weathering. The stones/rock shall be free from soil, shale or organic material.

The size of the stone/rock fragments must be uniform, with a maximum largest stone/rock dimension of 250mm, and at least 85% of the rocks shall have an average least dimension of 100mm. Neither the breath or the thickness of a single stone shall be less than one-third its length."

# (c) Crushed stone

Replace this section with the following:

"Crushed stone used for construction of crushed stone foundation fill shall be 20mm stone used and approved for concrete works."

## **B6105 EXCAVATION**

# (d) Classification of excavated material

Delete clause (i) and substitute it with the following:

# "(i) Hard Material

"Boulders which the longest dimension exceeds 1,5m or which the volume exceeds 0,75m3 shall be classified as hard material;

or

material which cannot be excavated except by drilling and blasting or by using pneumatic tools or mechanical breakers shall be classified as hard material."

# B6108 BACKFILL AND FILL NEAR STRUCTURES

# (a) General

Add the following:

(iv) "During backfilling within 1,0m of any concrete structure, or as directed by the Engineer, only hand operated mechanical compaction equipment shall be used to achieve the required density."

## **B6109 FOUNDATION FILL**

**TENDER No: 67/2023** 

Add the following after the 3rd paragraph:

"Granular foundation fill shall be constructed from approved granular material of at least gravel subbase quality."

Add the following after the 6th paragraph:

"Concrete screeds shall extend 200mm beyond the horizontal dimensions of all footings to facilitate the placing of formwork, unless otherwise directed by the engineer.

In the case of structures where excessive ground water is encountered, the screed shall extend over the full plan area of the base of the excavation. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of the screed and the actual area of screed specified by the engineer up to a maximum area of the product of the neat footing length plus 1m and the neat footing width plus 1m."

# **B6115 MEASUREMENT AND PAYMENT**

Add the following note immediately after B6115 Measurement and Payment clause heading:

"Note:

The Contractor shall note that, notwithstanding the fact that various payment items indicate that haul, overhaul and all associated terms will be paid for separately, this shall not apply to Section 6100."

ITEM UNIT

# B61.02 Excavation

cubic metre (m<sup>3</sup>)

Delete the following words in the second last paragraph:

"the hauling of excavated material for the free-haul distance of 1,0 km,"

Add the following sentence at the end of the same paragraph:

"The haulage and disposal of excavated material to an approved spoil site shall be deemed to be included in the tendered rates, irrespective of the hauling distance."

ITEM UNIT

# **B61.03** Access and Drainage

(a) Access lump sum

Add the following to the payment paragraph:

"The tendered lump sum shall also include for all draining by pumping or in any other way and for any other work necessary for keeping the excavations dry or for working in the dry."

ITEM UNIT

# B61.04 Backfill to excavation utilising

cubic metre (m<sup>3</sup>)

Delete the following words in the last paragraph:

... "transporting the material within the free-haul distance of 1,0 km," ...

Add the following sentence at the end of the same paragraph:

"The transportation of backfill material shall be deemed to be included in the tendered rates, irrespective of the hauling distance."

ITEM UNIT

B61.08 Foundation fill consisting of:

(a) Rock fill cubic metre (m³)

(b) Crushed-stone fill cubic metre (m³)

Add the following to the payment paragraph:

"The tendered rates for rock fill and crushed stone fill shall also include full compensation for procuring the material from commercial sources and all transporting and stockpiling costs."

# SECTION 6200: FALSEWORK, FORMWORK AND CONCRETE FINISH

# **B6205 CONSTRUCTION**

- (b) Formwork
  - (i) General

Add the following:

"Formwork to faces of structures with a gradient equal to or greater than ten vertical to one horizontal shall be classified as vertical formwork.

Formwork to faces of structures with a gradient of less than ten vertical to one horizontal, or equal to or greater than one vertical to ten horizontal, shall be classified as inclined formwork.

Formwork to faces of structures with a gradient of less than one vertical to ten horizontal shall be classified as horizontal formwork."

# B6206 REMOVING THE FALSEWORK AND FORMWORK

Replace the second and third sentences in the first paragraph with:

"The minimum period for the falsework and formwork for the deck/roof slabs to remain in place shall be:

- At Structure B1 a period of 21 days.
- At structure B2 a period of 14 days.

and on condition that the deck (or roof slab) concrete attained 80% of its specified strength by that time."

# B6210 MEASUREMENT AND PAYMENT

Delete the heading "Note" and the subsequent paragraph after item 62.04.

# **SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES**

# **B6302 MATERIALS**

# (a) Steel bars

Replace the first and second paragraph with the following:

"Steel reinforcing bars shall comply with the requirements of SANS 920. For each consignment of steel reinforcement delivered on site, the contractor shall submit a certificate by a recognised testing authority to confirm that the steel complies with the specified requirements. The reinforcement may only be used on approval by the engineer.

Cold-worked reinforcing bars shall not be used.

The type of bar required shall be indicated on the drawings by the symbols R, Y or Z in accordance with SANS 282."

## **B6306 PLACING AND FIXING**

Delete the second and third paragraph and replace with the following:

"The concrete cover for all structural concrete shall be within the acceptance ranges as per section 6803(f). Prior to fixing the steel, samples of the proposed cover and spacer blocks shall be submitted to the Engineer along with a written method statement for in-situ manufacture, if applicable, for approval."

# B6307 COVER AND SUPPORT

Add the following to the end of the fifth paragraph:

"No plastic or wood cover blocks will be permitted. Only semi-spherical concrete cover blocks shall be used. Where fixing wire is inserted into cover blocks, it shall be galvanised. Concrete cover and spacer blocks can be sourced from approved commercial source or can be manufactured on site. All cover blocks regardless if manufactured on site or obtained commercially shall not be visible on exposed concrete surfaces."

If cover blocks are manufactured on site, it must also have approved semi-spherical shape, and must 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."

# **SECTION 6400: CONCRETE FOR STRUCTURES**

## B6402 MATERIALS

# (a) Cement

Replace the colon at the end of the first paragraph with a comma, and add the following:

"taking into account the adoption of the new SANS 50197-1:2000 code for cements: (refer to C&CI website www.cnci.org.za)"

Add the following paragraphs:

"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 below, subject to the approval of the engineer.

With the exception of the standard SANS approved cement blends supplied by the primary cement producers, the blending of CEM1 and extenders shall not be permitted unless specifically approved by the engineer on the basis of an acceptable quality assurance procedure. In the case of the major culverts and bridges to be constructed in terms of this contract, the applicable condition of exposure in Table B6402/1 for the selection of the type of cement shall be "2. SEVERE"

Table B6402/1: SELECTION OF CEMENT TYPE

	Placing	
Condition of Exposure	Temperature	Type of Cement***
	of Concrete	
		CEM I
1. MODERATE	< 20°C	CEM II A – S
Concrete surfaces above ground level and		CEM II B – S
protected against alternately wet and dry		CEM I
conditions caused by water, rain and sea-		CEM II A – S
water spray	20°C - 30°C	CEM II B – S
		CEM II A – V
		CEM II B – V
		CEM I
2. SEVERE	< 20°C	CEM II A – S
Concrete surfaces exposed to hard rain		CEM II B – S
and alternatively wet and dry conditions	20°C - 30°C	CEM I
		CEM II A - S
		CEM II B - S
		CEM II A – V
		CEM II B - V
		CEM II B – S
3. VERY SEVERE	< 20°C	CEM II B – V

Concrete surfaces exposed to aggressive water, sea-water spray or a saline atmosphere	20°C - 30°C	CEM II B – S CEM II B – V
4. EXTREME	< 20°C	CEM II B – S
Concrete surfaces exposed to the abrasive action of sea water or very aggressive water	20°C - 30°C	CEM II B – S

<sup>\*\*\*</sup> Notes to Table B6402/1:

- 1. Where the effective final composition of the cement as used in the manufacture of the concrete falls within the CEM I category, such concrete shall be used only in environments where the 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 and 30°C, a set and hydration retarding admixture shall be used where required so as not to exacerbate bleeding.

# b) Aggregates

Delete the remainder of the sentence after "exceed" in sub-clause (i)(1) and replace with the following:

"150% of that of the reference norite aggregate or any of the other three reference aggregates"

Delete the remainder of the sentence after "exceed" in sub--clause (i)(2) and replace with the following:

"200% and of the coarse aggregate 175% of that of the reference norite aggregate or any of the other three reference aggregates"

Delete the remainder of the sentence after "exceed" in the first paragraph of sub-clause (i)(3) and replace with the following:

"235% of that of the reference norite aggregate or any of the other three reference aggregates"

Delete the entire last paragraph of sub-sub-sub-clause (i)(3) commencing with "The drying shrinkage of concrete..."

Replace subclause B6402(b)(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) The maximum chloride ion content of fine aggregate shall be 0,03% by mass of aggregate as measured by SANS 1083:2006. Where concrete is situated in a chloride environment, the value shall be reduced from 0,03% to 0,01%.
- (vii) In addition to SANS 1083:2006 grading requirements for fine aggregates, the grading of the approved sand shall be such that between 25% and 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.

(viii) The aggregate shall have a wet 10% FACT value of at least 75% of that of the determined dry value (SANS 1083)."

# d) Water

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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 (3000ppm) nor sulphates, calculated as sodium sulphate, in excess of two thousand parts per million (2000ppm).

Water for curing concrete shall not contain impurities in sufficient amount to cause discolouration of the concrete or produce etching of the surface.

No 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."

# e) Admixtures

Add the following sub-sub-clauses:

- "(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 the temperatures of concrete mixes using cements of strength class 42.5 or higher is between 20 to 30°C or where the ambient temperature is between 20 to 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."

## **B6404 CONCRETE QUALITY**

# (b) Strength concrete

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m³ of concrete.

The contractor must provide the engineer with complete mix designs and materials test results for strength concrete at least four (4) weeks before the first concrete is cast on the project" on Colto Form D2 complete with all required test results for stone, sand and water. The minimum target design strengths for concrete mix designs must be at least 15% higher than the specified concrete cube strength (Characteristic cube compressive strength)

The following information/tests on the stone are also required and to be completed on form D2:

- Rock type from which sourced
- Flakiness index,
- ACV(%)

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- 10% FACT (kN)
- Alkali reaction (y/n)
- Voids content
- Water absorption

The following information/tests on the sand are also required and to be completed on form D2:

- Rock type originally from
- Organic impurities/materials (y/n)
- Sugar detection
- pH
- Soluble deleterious impurities (Soluble salts (%), Soluble sulfates (%), Deleterious clay content, etc)
- Chloride content
- Sand equivalent value
- Shell content
- Alkali Reaction (y/n)

The following information/tests on the water that will be used to manufacture concrete are also required and to be completed on form D2 (also refer to Table8116/1 in Colto):

- Ha •
- Sulphates
- Chlorides
- Conductivity
- Total dissolved solids
- Alkali carbonates and bicarbonates
- Sugar
- Organic impurities

The cost of obtaining concrete mix designs in the prescribed format, and the cost of all above tests must be included in the Contractor's rates for concrete."

# **B6405 MEASURING THE MATERIALS**

## (c) Aggregates

Add the following:

"All concrete for structures shall be manufactured by mechanical mass batching on site. Volume batching will not be allowed."

## B6406 MIXING

# (a) General

Add the following:

"The Contractor must include in his rates to establish a concrete batching plant on site. The Contractor must establish on site a 750 litre minimum size, calibrated mechanical mass batchmixer and also a standby mixer of at least 400 litre minimum size, calibrated mechanical mass

batch-mixer"

# (e) Standby mixer

Add the following:

"The Contractor must include in his rates to establish a concrete batching plant on site. The Contractor must establish on site also a standby mixer of at least 400 litre minimum size, calibrated mechanical mass batch-mixer"

# (f) Ready-mixed Concrete

Replace the paragraph with the following:

"Commercial ready-mixed concrete will not be allowed on this project, to maximise local labour content on the project"

# B6407 PLACING AND COMPACTING

# (a) General

Add the following after the third paragraph:

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

Add the following paragraphs to the end of subclause 6407(a):

"The concreting operations for all major culvert and bridge elements shall require careful planning, and sufficient concrete product and concreting resources such as labour, tools, equipment and plant shall be made available on each day of concreting to ensure that the concrete construction planned for that day is successfully achieved.

One month before the programmed date for the first element of box culvert or bridge concreting, the contractor shall be required to submit to the engineer for his approval a detailed method statement fully covering the proposed concreting operations required to construct the box culvert or bridge. The method statement shall, inter alia, include details of labour and supervision, tools and equipment (wheel barrows, spades, poker vibrators, hoists, baffled chutes, downpipes, flexible drop chutes, etc.), plant (batching plant, concrete dumpers, cranes, pumps, etc. including back-up plant and equipment), production rates, ready-mixed concrete supplier details and proposed schedule of concrete delivery times (if ready-mixed concrete is to be used), sequence of construction, curing method to be used, contingency plans and health and safety obligations. Box culvert and bridge concrete shall only be placed once the engineer is satisfied that every reasonable effort has been made by the contractor to ensure the success of the concrete placing operation. The approved method statement shall then apply to all other major culvert and bridge concreting operations of similar nature, and any amendments required to the approved method statement shall also be approved by the engineer prior to implementation."

# **B6408 CONSTRUCTION JOINTS**

# (a) General

**TENDER No: 67/2023** 

Add the following:

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer".

# B6409 CURING AND PROTECTING

Add the following:

Any vertical faces where formwork is removed before 7 days must be treated with an approved **wax-based** curing compound

The surface area of bridge footings, culvert floor slabs and culvert roof slabs shall be cured as follows:

- (i) The area of freshly cast and finished concrete surface shall be immediately covered and cured as specified in clause 6409 (c) and (e), or
- (ii) After the concrete has set sufficiently the entire area shall be treated with an approved **wax-based** curing compound as specified in clause 6409(f).

The surface area of bridge decks, which will be surfaced with asphalt, shall be cured as follows:

- (i) The area of freshly cast and finished concrete surface shall be immediately covered and cured as specified in clause 6409 (c) and (e), or
- (ii) After the concrete has set sufficiently the entire area shall be treated with an approved **resin-based** curing compound as specified in clause 6409(f)."

# B6414 QUALITY OF MATERIALS AND WORKMANSHIP

# (a) Criteria for compliance with the requirements

Add the following:

"Quality control shall be carried out by the engineer as specified in Section 8200 : Quality Control (Scheme 1)."

# B6416 MEASUREMENT AND PAYMENT

ITEM UNIT

# B64.01 Cast in situ concrete:

cubic metre (m³)

Add the following after the first paragraph:

"Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat footing dimensions of 200mm where in the opinion of the engineer accurate excavation to neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the

excavations)."

# SECTION 6600 : NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURE

# **B6606 DRAINAGE FOR STRUCTURES**

# (c) Synthetic-fibre filter fabric

Add the following:

"The synthetic-fibre filter fabric used in conjunction with crushed stone in drainage strips shall be Bidim Grade A4 or an approved equivalent material. An overlap of 300 mm shall be provided at joints."

# C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

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C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

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**SPECIFICATION** 

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

# C3.4.3.1.1 Introduction

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

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

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

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

# C3.4.3.1.2 Scope

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

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

# C3.4.3.1.3 General Occupational Health & Safety Provisions

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

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

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

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

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

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

(ii) Review of Risk Assessments

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

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

(b) Legal Requirements

All Contractors entering into a Contract with the Makhado Local Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, upto-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 19960 and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.
- (c) Structure and Responsibilities
  - (i) Overall Supervision and Responsibility for OH&S

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- \* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- \* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms
- (ii) Further (Specific) Supervision Responsibilities for OH&S

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

Ref. Section/Regulation in OHSAct

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

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Makhado Local Municipality together with concise CV's of the appointees. All appointments must be officially approved by Makhado Local Municipality. Any changes in appointees or appointments must be communicated to Makhado Local Municipality forthwith.

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## **DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS**

The Principal Contractor must, furthermore, provide Makhado Local Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Makhado Local Municipality may require that a Traffic Safety Officer be appointed for any project.

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

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

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

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

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

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

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

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

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

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

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

- \* Notification of Construction Work (Construction Regulation 3.)
- \* Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- \* OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- Copies of OH&S Committee and other relevant Minutes
- \* Designs/drawings (Construction Regulation 5 (8))
- \* A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- \* Appointment/Designation forms as per (a)(i) & (ii) above.
- \* Registers as follows:

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- \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH&S Representatives Inspection Register
- \* Asbestos Demolition & Stripping Register
- \* Batch Plant Inspections
- Construction Vehicles & Mobile Plant Inspections by Controller
- \* Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User
- Demolition Inspection Register
- Designer's Inspection of Structures Record
- \* Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
- Excavations Inspection
- Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
- \* Fall Protection Inspection Register
- \* First Aid Box Contents
- \* Fire Equipment Inspection & Maintenance
- Formwork & Support work Inspections
- \* Hazardous Chemical Substances Record
- \* Ladder Inspections
- Lifting Equipment Register

- \* Materials Hoist Inspection Register
- \* Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- Scaffolding Inspections
- Stacking & Storage Inspection
- \* Inspection of Structures
- \* Inspection of Suspended Platforms
- \* Inspection of Tunnelling Operations
- Inspection of Vessels under Pressure
- Welding Equipment Inspections
- \* Inspection of Work conducted on or Near Water
- \* All other applicable records

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

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Makhado Local Municipality on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

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

(g) Training, Awareness and Competence

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

(i) General Induction Training

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

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

(ii) Site Specific Induction Training

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

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

# (iii) Other Training

**TENDER No: 67/2023** 

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

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

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

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

## (iv) Awareness & Promotion

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

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

# (v) Competence

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

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

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

#### (h) Consultation, Communication and Liaison

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

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

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

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

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

The Principal Contractors most senior manager on site will be required to attend all Makhado Local Municipality OH&S meetings and

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

#### (i) Checking, Reporting and Corrective Actions

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

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

(ii) Other Audits and Inspections by Makhado Local Municipality:

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

#### (iii) Conducting an Audit

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

# (iv) Contractor's Audits and Inspections

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

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

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

# (vi) Recording and Review of Inspection Results

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

# (vii) Reporting of Inspection Results

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

# (j) Incident Reporting and Investigation

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

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

\* dies

**TENDER No: 67/2023** 

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

## OR where:

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

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

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

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

Accident and Incident Investigation (General Administrative Regulation 9)

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

The results of the investigation to be entered into the Accident/Incident Register listed in above.

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

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

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

#### C3.4.3.1.4 Operational Control

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(a) Emergency Preparedness, Contingency Planning and Response

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

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

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

(b) First Aid (General Safety Regulation 3)

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

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

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

#### (c) Security

**TENDER No: 67/2023** 

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

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

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

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

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

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

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

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

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

#### C3.4.3.1.5 Measurement and Payment

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

ltem Unit

B1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations

Lump Sum

**TENDER No: 67/2023** 

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

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

ltem Unit

# B1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations

Month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item **B1.1** has been made.

Item Unit

#### **B1.3** Submission of the Health and Safety File

Lump Sum

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

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

# C3.4.3.1.6 Project/Site Specific Requirements

#### **See Annexure 3**

**Annexure 1: Measuring Injury Experience** 

**Annexure 2: SHE Risk Management Report** 

Annexure 3. List of Risk Assessments

#### **ANNEXURE 1: MEASURING INJURY EXPERIENCE**

**TENDER No: 67/2023** 

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

#### **COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)**

#### **FORMULA**

No. of Compensation Claims X 200 000 /

\*220 man hours X No. of Employees

**DEFINITIONS** 

No. of Compensation

Claims: The number of claims lodged with the COID insurer for the period under

review

**200 000:** The fixed factor to align the rate with other rates used internationally

Manhours Worked

Include: \* Hourly Paid Employees

\* Sub-contactors (No. of Employees X \*220 each)

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

**220 manhours:** The \*average number of hours worked by one employee in one month in

the Construction industry.

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

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

for the period under review.

2002/03CIFRSystem

#### ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

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

#### **EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS**

Xyz construction

**TENDER No: 67/2023** 

\*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

\*(SHE = Safety, Health & Environment)

#### 1. Introduction

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

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

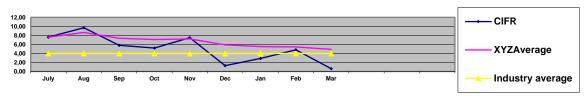
All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

#### 2. Incident Statistics

#### Compensation Incident Frequency Rate (CIFR)

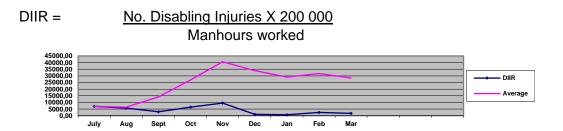
CIFR = Total No. of Claims against the Workmen's Compensation Fund X 200 000





2.2.

Disabling Injury Incidence Rate (DIIR)



#### 2.3. Other Major Incidents

**TENDER No: 67/2023** 

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

#### 3. RISK AREAS

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
  - protect XYZ from claims at a later stage
  - ensure that only healthy persons are employed
  - prevent injuries and illness in the workplace
  - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

#### 4. AUDITS

Three SHE audits were conducted in February and March:

4.1. Job 00432: Gillooly's Mall Compliance: 56%(\*)

Job 00786: Cullinan Head Office Compliance: 83%(\*\*\*\*)

Job 00589: Cleveland Station Compliance: 76%(\*\*\*)

#### 5. **TRAINING**

One hundred and forty two employees, representing 7% of employees, attended nine training courses. \*Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26	Induction	Internal
	15	OH&S Reps	Consultant
	3	Crane Drivers	External
February	23	Induction	Internal
	17	OH&S Reps	Consultant
March	43	Induction	Internal
	9	OH&S Reps	Consultant
	3	Bomag Rollers	Supplier
	3	First Aiders	St. John's

#### 6. **LEGAL ISSUES**

6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

#### 8. OCCUPATIONAL AIND OTHER HEALTH MATTERS

#### 8.1. HIV Aids

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

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

#### 8.2. Tuberculosis

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

#### 8.3. <u>Noise</u>

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

#### 9. **ENVIRONMENTAL MEASURES**

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

#### 10. ACHIEVEMENTS/AWARDS

10.1. The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client's SHE managers. The project manager and his team are to be congratulated for this sterling effort.

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10.2. Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

SHE Risk Manager

2002.09.27

#### ANNEXURE 3: LIST OF RISK ASSESSMENTS

- Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - Office/s

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

- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- \* Use and storage of flammable liquids and other hazardous substances
- \* Layering and bedding
- \* Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- \* Gabion work
- \* Use of explosives
- Protection from overhead power lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

#### C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

#### **CONTENTS**

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#### C3.4.3.2.1. SCOPE

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

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

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

The EMP identifies the following:

Construction activities that will impact on the environment.

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

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

#### C3.4.3.2.2. DEFINITIONS

**Alien Vegetation**: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

**Construction Activity**: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

**Environment**: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

**Environmental Aspect**: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

**Environmental Impact**: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

**Record of Decision**: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

**Road Reserve**: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

**Road Width**: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

#### C3.4.3.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

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

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

#### noise generation

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Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water

Destruction or removal of fauna and flora and effect on biological diversity

Deformation of the landscape

Soil erosion

Destruction of historical/heritage sites

Effect on the built environment

Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

#### C3.4.3.2.4. LEGAL REQUIREMENTS

#### a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

#### b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

#### C3.4.3.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

#### a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person

for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

#### b) Administration

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Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

#### c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.3.1 and 4.3.2 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

#### C3.4.3.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies

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- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

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

#### C3.4.3.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

#### C3.4.3.2.8. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

#### a) Site Establishment

#### i) Site Plan

**TENDER No: 67/2023** 

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

#### ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

#### iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

#### iv) Water for human consumption

**TENDER No: 67/2023** 

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

#### v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

#### b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

#### c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

#### i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff

accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

#### ii) Litter

**TENDER No: 67/2023** 

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

#### iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

#### d) Control at the workshop

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

#### i) Safety

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

#### ii) Hazardous Material Storage

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

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

#### iii) Fuel and Gas Storage

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

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

#### iv) Oil and Lubricant Waste

**TENDER No: 67/2023** 

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

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

#### e) Clearing the Site

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

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

#### f) Soil Management

#### i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water.

Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

#### ii) Subsoil

**TENDER No: 67/2023** 

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

#### g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

#### h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

#### i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements

of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

#### ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

#### iii) Spoil sites

**TENDER No: 67/2023** 

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

#### iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact:
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

#### v) Blasting activities

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Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

#### i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

#### j) Spillages

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Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

#### k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

#### i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

#### ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Sub-clause 4.24 as amended by Particular Condition).

#### Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be

carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

#### m) Dust Control

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Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

#### n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

#### C3.4.3.2.9. RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

#### C3.4.3.2.10. COMPLIANCE AND PENALTIES

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

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

#### a) Unnecessary removal or damage to trees

2600mm girth or less
 Greater than 2600mm, but less than 6180mm girth
 Greater than 6180mm girth
 R 5 000 per tree
 R10 000 per tree
 R30 000 per tree

#### b) Serious violations:

 Hazardous chemical/oil spill and/or dumping in non-approved sites.

non-approved sites. : R10 000 per incident
General damage to sensitive environments. : R 5 000 per incident
Damage to cultural and historical sites. : R 5 000 per incident

Uncontrolled/unmanaged erosion

(plus rehabilitation at contractor's)

(plus rehabilitation at contractor's cost). : R1 000 to R5 000 per incident

Unauthorised blasting activities.
 Pollution of water sources.
 R 5 000 per incident
 R 10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

#### c) Less serious violations:

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•	Littering on site.	:	R1	000 per incident
•	Lighting of illegal fires on site.	:	R1	000 per incident
•	Persistent or un-repaired fuel and oil leaks.	:	R1	000 per incident
•	Excess dust or excess noise emanating from site.	:	R1	000 per incident
•	Dumping of milled material in side drains or on gras-	sed areas:	R1	000 per incident
•	Possession or use of intoxicating substances on site	э. :	R	500 per incident
•	Any vehicles being driven in excess of designated			
	speed limits.	:	R	500 per incident
•	Removal and/or damage to flora or cultural or			
	heritage objects on site, and/or killing of wildlife.	:	R2	000 per incident
•	Illegal hunting.	:	R2	000 per incident
•	Urination and defecation anywhere except in			
	designated areas.	:	R	500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

#### C3.4.3.2.11. MEASUREMENT AND PAYMENT

The cost of complying to this specification shall be deemed to be included in the rates tendered for this project.

Item		Unit		
B100.01	Penalty for unnecessary removal or damage to trees for the following diameter sizes			
(a)	2600mm girth or less	number (No)		
(b)	Greater than 2600mm, but less than 6180mm girth	number (No)		
(c)	Greater than 6180mm girth	number (No)		

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item

Unit

B100.02 Penalty for serious violations

(a) Hazardous chemical/oil spill and/or dumping in non-approved sites

(b) General damage to sensitive environments

(c) Damage to cultural and historical sites

unmber (No)

(d)	Pollution of water sources	number (No)
(e)	Unauthorised blasting activities	number (No)
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for B100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item		Unit
B100.03	Penalty for less serious violations	
•	Littering on site	number (No)
•	Lighting of illegal fires on site	number (No)
•	Persistent or un-repaired fuel and oil leaks	number (No)
•	Excess dust or excess noise emanating from site	number (No)
•	Dumping of milled material in side drains or on grassed	
	areas	number (No)
•	Possession or use of intoxicating substances on site	number (No)
•	Any vehicles being driven in excess of designated speed	
	limits	number (No)
•	Removal and/or damage to flora or cultural or heritage	
	objects on site, and/or killing of wildlife	number (No)
•	Illegal hunting	number (No)
•	Urination and defecation anywhere except in designated	, ,
	areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

# Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

		ENVIRONMENTAL IMPACTS				
SECTION	CONTENTS	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

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

				ENVIRONMENTAL IMPACTS	RONMENTAL IMPACTS		
SECTION	CONTENTS	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)	
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil		
5000	Ancilliary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		

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	CONTENTS	ENVIRONMENTAL IMPACTS				
SECTION		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

#### C3.4.3.3 PROVISION OF STRUCTURED TRAINING

#### **CONTENTS**

C3.4.3.3.1 SCOPE

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- C3.4.3.3.2 GENERIC TRAINING
- C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING
- C3.4.3.3.4 MEASUREMENT AND PAYMENT

#### C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

#### C3.4.3.3.2 GENERIC TRAINING

- C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.
- C3.4.3.3.2.2 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.
- C3.4.3.3.2.3 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:
  - (a) A suitable venue with sufficient furniture, lighting and power.
  - (b) All necessary stationery consumables and study material.
  - (c) Transport of the students (as necessary).
- C3.4.3.3.2.4 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period. The Training Schedule should form part of the section 12 programme to be approved by the Engineer at the start of the project.
- C3.4.3.3.2.5 The contractor's training programme shall be subject to the approval of Makhado Local Municipality and the contractor shall if so instructed by Makhado Local Municipality alter or amend the programme and course content if a need is identified once the contract commences.
- C3.4.3.3.2.6 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.
  - In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 11 (E))

#### C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

- C3.4.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.
- C3.4.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his

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opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

- C3.4.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.
- C3.4.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.
- C3.4.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.
- C3.4.3.3.3.7 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:
- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material.
- (c) Transport of the subcontractors (as necessary).
- C3.4.3.3.3.7 All entrepreneurial training shall take place within normal working hours.
- C3.4.3.3.3.8 The contractor's training programme shall be subject to the approval of Makhado Local Municipality and the contractor shall if so instructed by Makhado Local Municipality alter or amend the programme and course content if a need is identified once the contract commences.
- C3.4.3.3.3.10 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 12 (E)).

lump sum

(d)

#### **DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS**

#### **C3.4.3.3.4 MEASUREMENT AND PAYMENT**

Training venue (only if required)

TTEM

C12.05 Provision for accredited training

(a) Generic skills Provisional sum

(b) Entrepreneurial skills Provisional sum

(c) Handling cost and profit in respect of sub-item

C12.05(a) and (b) above percentage (%)

The prime cost sums are provided to cover the actual costs (including wages and the daily PSC reimbursement) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item C12.05 (c) is a percentage of the amount actually spent under sub-items C12.05(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for C12.05(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue.

Payment of the lump sum will be made after the provision of all the accredit training, issuing of all certificates and submission of all records as specified in the document.

#### C3.4.3.4 PROVISION OF THE TEMPORARY WORKFORCE

#### **CONTENTS**

C3.4.3.4.1 SCOPE

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- C3.4.3.4.2 INTERPRETATIONS
- C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS
- C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED
- C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES
- C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE
- C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES
- C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
- C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
- C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES
- C3.4.3.4.11 MEASUREMENT AND PAYMENT

#### C3.4.3.4.1 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce. Reference is also made to the Basic Conditions of Employment Act (Act 75 of 1997) with specific reference to the Sectoral Determination 2: Civil Engineering Sector

#### C3.4.3.4.2 INTERPRETATIONS

#### C3.4.3.4.2.1 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

#### C3.4.3.4.2.1.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who posses special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract
- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) "Project Steering Committee (PSC)" means a committee comprising mainly of representatives (to a maximum of 10) of the affected communities with additional members from Makhado Local Municipality, the Contractor, Consultants and the Municipality. The PSC convenes at least once a month as well as when the need so dictates, for the purpose of recruiting labour for the project, to address community issues and for acting as an avenue for effective communication and liaison between all the parties.
- (g) "Liaison Officer" means a local representative of the temporary workforce, duly appointed through the PSC processes, to act on behalf of the workers and through whom all matters pertaining to the temporary workforce can be channelled.

#### C3.4.3.4.2.1.3 Status

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Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

#### C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part C3 may consist of the workers of local communities, and shall not be bound to one particular community.

#### C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a Makhado Local Municipality approved format. An example of the forms to be used is illustrated in Part C5 of this document, (forms RDP 9 and 10 (E).
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

#### C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation

whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

#### C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE

**TENDER No: 67/2023** 

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part C3.4.3.3.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part C3.4.3.3.
- (c) The provision of structured training as described in Part C3.4.3.3. shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part C3.4.3.3, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

#### C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES

- C3.4.3.4.7.1 The Project Steering Committee, though the assistance of the Social Facilitator and the Contractor, shall be responsible for the recruitment and selection of the Community Liaison Officer and the workers to constitute the temporary workforce.
- C3.4.3.4.7.2 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall posses (taking due cognisance of the provisions of the Contract relating to training).
- C3.4.3.4.7.3 The Social Facilitator shall take the necessary actions to advertise within the affected local communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur
- C3.4.3.4.7.4 The Social Facilitator shall record in writing, the details of all persons applying for employment, including *inter alia*:
  - (a) Name, Identity Number, Date of Birth, age and sex
  - (b) Marital status and number of dependants
  - (c) Qualifications and previous work experience (whether substantiated or not)
  - (d) On the job training programmes attended
  - (e) Period since last economically active
  - (f) Preference for type of work or task.
- C3.4.3.4.7.5 The selection of workers from amongst the applicants should take into cognizance the Contractor's requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principle:
  - (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
    - (i) all available vacancies have been or can be filled by temporary workers who already posses suitable skills, or

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- (ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women. The Contractor should strive to achieve the participation target for employment set for this project which is 60% female and 20% youth.
- C3.4.3.4.7.6 After making the selection, the Social Facilitator shall forward the list in writing and without undue delay, to the Engineer for record keeping.
- C3.4.3.4.7.7 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.
- C3.4.3.4.7.8 The Contractor shall, after appointing his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce.
- C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
- C3.4.3.4.8.1 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area. Refer to the Contract of Employment drafted/published by Department of Labour.
- C3.4.3.4.8.2 RATE OF REMUNERATION. The Contractor shall pay to all workers engaged in terms of the contract, not less than the applicable gazetted minimum rate of remuneration in terms of the Sectorial Determination 2: Civil Engineering Sector.

The remuneration of the CLO shall be paid monthly at the rate equivalent to Task Grade 3 in accordance with the provisions of the Basic Conditions of Employment Act, No. 75 of 1997, Amendment i.t.o Sectorial Determination 2: Civil Engineering Sector, South Africa

Compensation for transport for the members of the Project Steering Committee shall be made at a rate of R75 / month. This will cover for transport cost to and from the PSC meeting, site meeting and any other meeting deemed necessary to fulfil their obligations.

C3.4.3.4.8.3 NON-PAYMENT OF LABOURERS. Under this contract it is expected of the Main Contractor to ensure that all labourers are paid in time on a monthly basis, whether they are employed by him/her directly or by any of his/her subcontractors. In the event of non-compliance, the employer reserves the right to use any remedies available at its disposal.

#### C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.4.3.4.9.1 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur. Refer to Disciplinary Procedures for Small Business drafted/published by Department of Labour.

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C3.4.3.4.9.2 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C3.4.3.4.9.3 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and

training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C3.4.3.4.9.2 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C3.4.3.4.9.4 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C3.4.3.4.9.2 and C3.4.3.4.9.3, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

#### C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES

C3.4.3.4.10.1 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C3.4.3.4.10.2 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

#### C3.4.3.4.11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part C3.4.3.3. as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

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#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

#### C3.5 MANAGEMENT

#### C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

#### C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

## **PART C4: SITE INFORMATION**

C4.1	SITE INFORMATION	D.190
C4.2	LOCALITY PLAN	D.192

#### C4.1 SITE INFORMATION

#### C4.1.1 General

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The project site is in Makhado Local Municipal area and lies 5km south western of the town Louis Trichardt in the Limpopo Province. The upgrading of the road from gravel to tar will take place within the south eastern portion of the Tshikota Settlement. This settlement is located on the western boundary of the town of Louis Trichardt, in the Limpopo Province. Tshikota settlement can be seen to be located at roughly the following coordinates

#### C4.1.2 Climate and Weather

The site share a similar climatic regime to Louis Trichardt, it will share a similar climatic regime. Louis Trichardt receives about 495mm of rain per year, with most rainfall occurring during midsummer. It receives the lowest rainfall (3mm) in August and the highest (106mm) in January. The average midday temperatures for Louis Trichardt range from 20.2°C in June to 27.1°C in January. The region is the coldest during July when the mercury drops to 5.5°C on average during the night.

#### C4.1.3 Topography

The regional setting is seen to display a slightly undulating landscape with the occurrence of broad and widely spaced geomorphological features. Undulations across the area are typically induced by the occurrence of minor geomorphological features.

A number of smaller valley landforms are seen to incise the high lying terrain and converge upon the previously mentioned prominent valley. Moreover, the presence of these minor valleys has resulted in the exposure of elongated high-lying terrain units, referred to as "spur" landforms (depicted by the green colours). The site in question is situated across one of the spur landforms, with the occurrence of minor valleys along its eastern and western boundary. The site is comprised of an overall very gentle sloping landscape, with average measured slopes of less than 2 degrees (Google Earth Pro TM and Planet GIS SA-contours\_5m). Furthermore, the site is situated at an elevation of between approximately 925 and 945 m above mean sea level.

Each of the individual roads proposed to be constructed across the site will display its own unique topographical character; with the orientation of the road relative to the natural slopes being the determining factor in the roads overall slope direction.

#### C4.1.4 Material site investigation

The laboratory results of the of the test pit conducted are as follows:

 The centreline laboratory test results for the all-test pits indicate that the in situ material is not suitable for subgrade and bases, display the G9 material

class as per the COLTO, 1998, with plastic limit (PI) of a minimum of 11 and a maximum of 23.

#### C4.1.5 Pavement and layerworks design

- Roadbed (G7, 150mm thick, compacted to 93% Mod AASHTO)
- Subbase (150mm G5 Granular Compacted to 97% Mod AASHTO)
- Base (G2, 150mm thick, compacted to 104% Mod AASHTO)
- 30mm AC Surfacing

#### C4.1.6 Services

#### Water Pipelines and Sewerlines:

The as-built drawings for existing water pipelines are not available. Where pipes are crossing the streets, pipe sleeves will be constructed for future maintenance.

#### **Electricity Lines:**

The underground cables will be marked and care will be taken when excavating.

Fences:

N/A

**Telkom lines** 

N/A

### C4.2 LOCALITY PLAN

Locality Map is attached under separate book of drawings."

## **PART C5: ANNEXURES**

C5.1	PROFORMA DOCUMENTS	D.194
C5.2	CONTRACT DRAWINGS	D.205

## C5.1 PROFORMA DOCUMENTS

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

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA	D.195
C5.1.2	EXAMPLE OF SMME DECLARATION AFFIDAVIT	D.197
C5.1.3	FORM RDP 9(E): CONTRACT EMPLOYMENT REPORT	D.199
C5.1.4	FORM RDP 10(E): EMPLOYMENT OF SUPERVISORY STAFF F	REPORT D.200
C5.1.5	FORM RDP 11(E): GENERIC TRAINING REPORT	D.201
C5.1.6	FORM RDP 12(E): ENTREPRENEURIAL TRAINING REPORT	D.202
C5.1.7	FORM RDP 13(E): ENGINEERING TRAINING REPORT	D.203
C5.1.8	FORM RDP 14(E): COMMUNITY LIAISON MEETING REPORT	D.204

#### C5.1.1 RETENTION MONEY GUARANTEE PROFORMA

#### **EXAMPLE**

MAKHADO LOCAL MUNICIPALITY Private Bag x 2596 Louis Trichardt 0920 FOR INFORMATION ONLY: This Guarantee is not to be completed and signed by the Guarantor.

A separate form will be issued to the successful Tenderer

#### **Notes to Tenderer**

**TENDER No: 67/2023** 

- 1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.
- 2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

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#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

The guarar	ntee is issued on behalf of
Registratio	n No
•	r referred to as "the Contractor") in connection with the above mentioned contract referred to as "the Contract").
•	ou have agreed that the Contractor may provide a guarantee in lieu of the retention vided for under the Contract.
	ore we, the undersigned, being duly authorised to represent the
(full name	of guarantor) registration number
	to pay you such amounts as you may from time to time demand from us, immediately ot of a written demand from you.
1.	Each demand shall be in writing and delivered to us at
2.	Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3.	Our aggregate liability under this guarantee is limited to
	(R) and is restricted to payment of monies only.

#### **TENDER No: 67/2023**

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

4.	·	date on which the last of the retention monies, which e been retained by you, becomes payable to the
5.	· ·	ble nor transferable and must be returned to us regate liability or on the date of the expiry of the ove), whichever is the earlier.
Signed at	for and on b	ehalf of
on this the	day of	in the year
GUARANT	OR:	
AS WITNE	SS:	
1.		2
NAME(Print)		NAME(Print):
ADDRESS		ADDRESS

C5.1	I.2 EXAMPLE OF SMME	DECLARA	TION AFFID	AVIT
1.	Name of SMME firm	:		
	Postal address	:		
	Physical address of Head Of	ffice:		
	Telephone no.	:		Fax no
	Cell no	:		
	Contact person	:		
	VAT registration no.	:		
2.	Type of firm (tick as appropri	iate)		
	- Partnership			
	- One person business/sole	e trader		
	- Close corporation: registr	ation no		
	- Date of registration			
	- Company: registration no	)		
	- Pty Ltd: registration no			
	[ATTACH LATEST CIPRO I	PRINTOUT	TO PROVE	ABOVE INFORMATION]
3.	Principal Business Activities	:		
4.	Service/work to be performe	d on this cor	ntract:	
5.	CIDB registration no (if applied	cable):		
	[ATTACH LATEST CIDB IN	FORMATIO	N AS PROC	OF]
5. 5	SMME status (mark the appro	priate categ	ory)	
5.1.	Total full time equivalent of p	aid employe	ees:	
5.2.	Total Annual turnover:			
5.3.	Total gross asset value (fixed	d property e	xcluded):	

[ATTACH CONFIRMATION LETTER OF AUDITER OR INCOME STATEMENT TO SUBSTANTIATE AND PROVE ABOVE INFORMATION]

#### **TENDER No: 67/2023**

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

8. Declaration	
l,	, being
duly authorised to sig	n on behalf of the firm, affirm that the SMME status as stated above
and the information as	s furnished is true and correct.
Signature	
Name (print)	
Date	
Signed on behalf of (pri	nt name)
Address	
Telephone no.	
Commissioner of Oath	
Date	

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

MAKHADO LOCAL MUNICIPALITY

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

#### **EXAMPLE**

## C5.1.3 FORM RDP 9(E): CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

TENDER No: 67/2023

OR FIRM OR FIRM AND  MALE FEMALE TOTAL PERSON/HOURS VALUE (RAND)	NAME OF	AGE OF	EMPLOYMENT		ENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2016  EMPLOYMENT								
VENDOR NUMBER         Unskilled (US)         MALE         FEMALE         TOTAL         MALE         FEMALE           Unskilled (US)         Un	COMPANY OR FIRM		GROUP	GROUP	MALE	FEMALE	TOTAL		PERSON/HOUR	s	VALUE	(RAND)	
Semi-Skilled (SS)	VENDOR						MALE	FEMALE	TOTAL	MALE	FEMALE		
Skilled (SK)			Unskilled (US)										
Lab.Tech (LT)			Semi-Skilled (SS)										
Surveyor (SUR)         Eng. Tech (ET)           Engineer (EN)         Admin (AD)			Skilled (SK)										
Eng. Tech (ET)			Lab.Tech (LT)										
Engineer (EN)			Surveyor (SUR)										
Admin (AD)			Eng. Tech (ET)										
			Engineer (EN)										
Others (o)			Admin (AD)										
			Others (o)										

#### **DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS**

#### **EXAMPLE**

## C5.1.4 FORM RDP 10(E): EMPLOYMENT OF SUPERVISORY STAFF REPORT

REPORT ON THE EMPLOY	MENT OF SUPERVISORY STAFF ON	THE ABOVE CONTRACT FOR THE	MONTH OF	<u>2016</u>
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
	TOTALS			

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

#### **EXAMPLE**

## C5.1.5 FORM RDP 11(E): GENERIC TRAINING REPORT

DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH			TIFICATES VARDED	TRAININ	COST OF G PER TYPE RAINING	
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
				-		TOTAL LL TRAINEES				

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

#### **EXAMPLE**

## C5.1.6 FORM RDP 12(E): ENTREPRENEURIAL TRAINING REPORT

DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN- HOUSE WRITE IH	ATTENDANCES  NUMBER ATTENDING CERTIFICATES AWARDED		TRAIN	COST OF SING PER TRAINING		
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
						_				

#### DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS

#### **EXAMPLE**

## C5.1.7 FORM RDP 13(E): ENGINEERING TRAINING REPORT

TART         FINISH         NAME         VENDOR NO.         MALE         FEMALE         MALE         MALE         FEMALE         MALE         FEMALE         MALE         MALE	TRA	TES OF AINING JRSES	EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN- HOUSE WRITE – IH	ll .	ATTEN MBER ENDING		TIFICATES VARDED	TRAINII	TAL COST OF NG PER TYPE OF TRAINING
	START	FINISH	NAME			MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
								1			
TOTAL		<u> </u>	<u> </u>				<u> </u>	TOTAL AL	TOTAL LL TRAINEES		

#### **EXAMPLE**

### C5.1.8 FORM RDP 14(E): COMMUNITY LIAISON MEETING REPORT

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2015							
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY	DURATION OF MEETING	TOTAL COST OF	COMMENTS	
	NAME	VENDOR NO.	MEMBERS PRESENT	(hours)	THE MEETING		

## C5.2 CONTRACT DRAWINGS

## The following is a list of contract drawings (See drawing Book 2 of 2)

Item	Description	Drawing No
1.	TSHIKOTA STREET PLAN LAYOUT	MONT/MKH/RDS/05/2021/PLN01
2.	ROAD 1 - PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC01
3.	ROAD 2 - PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC02
4.	ROAD 3 - PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC03
5.	ROAD 4 - PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC04
6.	ROAD 5 - PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC05
7.	ROAD 6 - PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC06
8.	ROAD 7 - PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC07
9.	ROAD 27 - PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC27
10.	STANDARD DRAWING : GUARDRAIL PLACEMENT DETAILS	MONT/RDS/TPC01
11.	STANDARD DRAWING : GUARDRAIL ELEMENT AND MOUNTING DETAILS	MONT/RDS/TPC02
12.	STANDARD DRAWING : TYPICAL ROAD SIGNS DETAILS	MONT/RDS/TPC03
13.	STANDARD DRAWING: TYPICAL ROAD SIGN SUPPORT DETAILS	MONT/RDS/TPC04
14.	STANDARD DRAWING : TYPICAL ROAD MARKING DETAILS	MONT/RDS/TPC05
15.	STANDARD DRAWING : TYPICAL SUB-SURFACE DRAINAGE DETAILS	MONT/RDS/TPC06

STANDARD DRAWING: TYPICAL SURFACE SIDE 16. MONT/RDS/TPC07 DRAINAGE DETAILS 17. STANDARD DRAWING: TYPICAL CHUTE DETAILS MONT/RDS/TPC08 18. STANDARD DRAWING : TYPICAL TYPE 'A' KERB INLET MONT/RDS/TPC09 **DETAILS** STANDARD DRAWING : TYPICAL TYPE 'B' KERB INLET 19. MONT/RDS/TPC10 DETAILS 20. STANDARD DRAWING: TYPICAL INLET FOR SIDE DRAINS MONT/RDS/TPC11 AND LOW POINTS DETAILS 21. STANDARD DRAWING: TYPICAL INLET FOR SIDE DRAINS MONT/RDS/TPC12 AND LOW POINTS DETAILS STANDARD DRAWING: INFORMATION BOARD 22. MONT/RDS/TPC13 23. STANDARD DRAWING: TYPICAL CROSS SECTION MONT/RDS/TPC14 24. STANDARD DRAWING: TYPICAL BUS STOP DETAILS FOR MONT/RDS/TPC15 SURFACED ROADS 25. STANDARD DRAWING: SPEED HUMP MONT/RDS/TPC16 26. CHANNEL - PLAN LAYOUT, LONG SECTION AND CROSS SECTION MONT/MKH/RDS/05/2021/STW11 27. STORMWATER LONGSECTION - STORM LS1 MONT/MKH/RDS/05/2021/STW01 28. STORMWATER LONGSECTION - STORM LS2 MONT/MKH/RDS/05/2021/STW02 29. STORMWATER LONGSECTION - STORM LS3 MONT/MKH/RDS/05/2021/STW03 30. TYPICAL DETAIL: PIPE BEDDINGS AND CAST IN SITU MONT/STW/TPC02 FLOOR SLABS FOR PRECAST BOX CULVERTS TYPICAL DETAIL: PIPE CULVERTS 90° TO ROAD (450 TO 31. MONT/STW/TPC03 1200 DIA. PIPES) CONCRETE DETAILS 32. TYPICAL DETAIL: PIPE CULVERTS SKEW TO ROAD (450 MONT/STW/TPC04 TO 1200 DIA. PIPES) CONCRETE DETAILS 33. TYPICAL DETAIL: PIPE CULVERTS - 90° & SKEW TO ROAD MONT/STW/TPC05 (450 TO 900 DIA. PIPES) REINFORCEMENT DETAILS 34. TYPICAL DETAIL: PIPE CULVERTS - 90° & SKEW TO ROAD MONT/STW/TPC06 (1050 TO 1200 DIA. PIPES) REINFORCEMENT DETAILS

# **MAKHADO MUNICIPALITY**



## **BOOK OF DRAWINGS BOOK 2 OF 2 DEVELOPMENT OF ROADS AND STORMWATER** AT TSHIKOTA 164 NEW STANDS

**TENDER NO.: 67 of 2023** 

THIS DOCUMENT IS PREPARED BY:

### MONT CONSULTING ENGINEERS



PO BOX 1249 **FAUNA PARK** 0787

Tel: 015 - 291 4173

Fax: 015 - 291 4218

**ISSUED FOR:** 

MAKHADO MUNICIPALITY

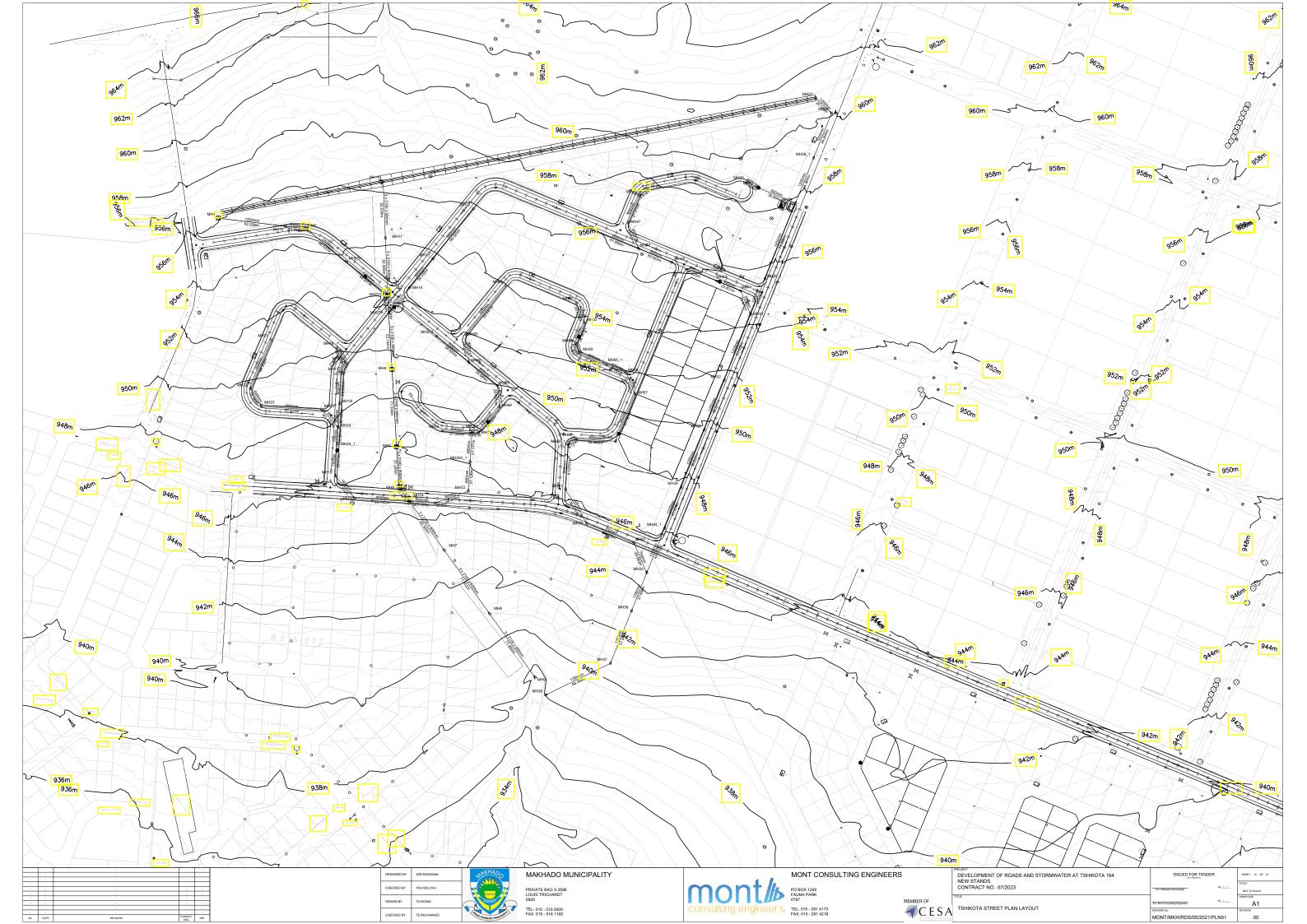
**PRIVATE BAG X 2596** LOUIS TRICHARDT 0920

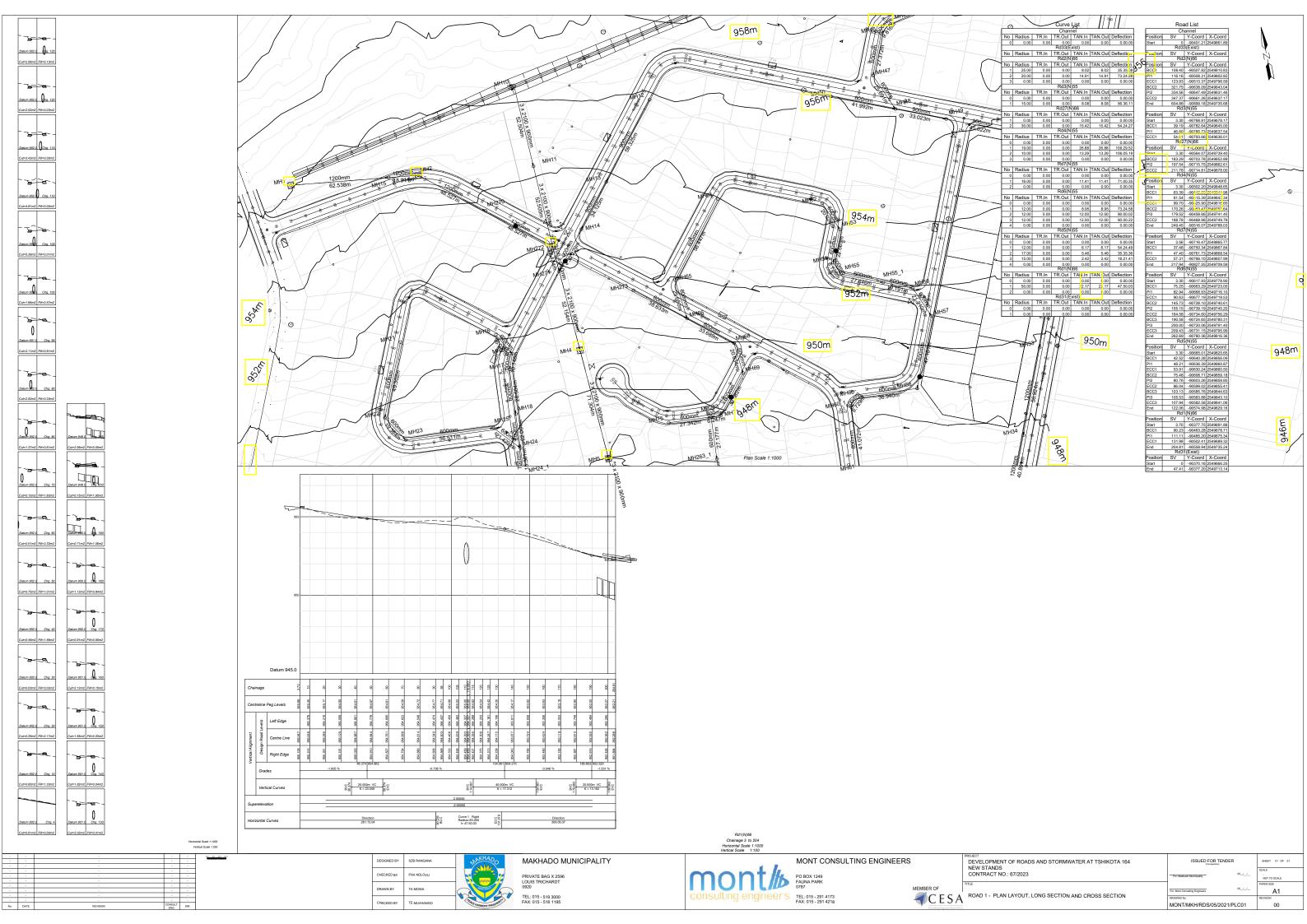
Tel: 015 - 519 3000

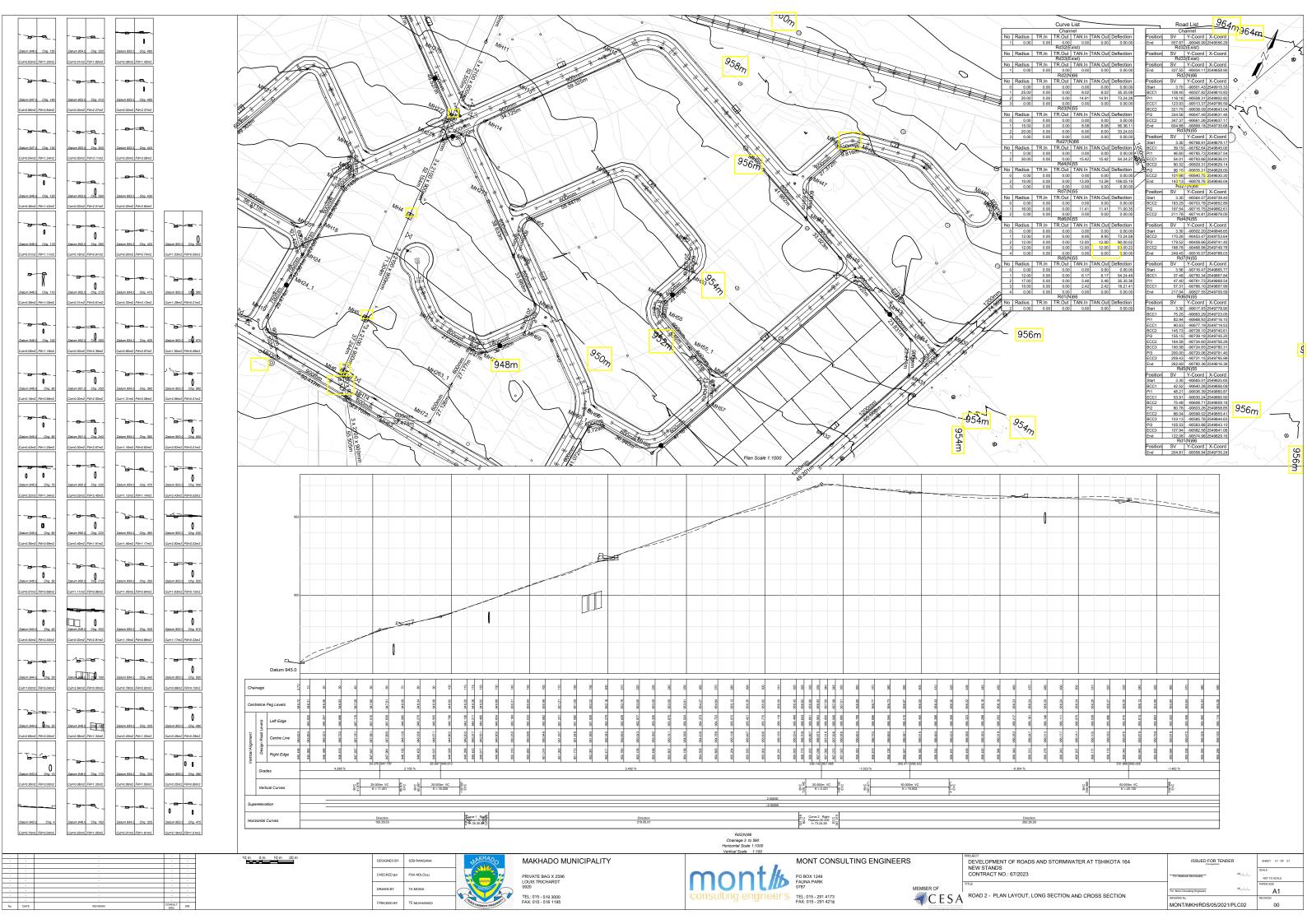
Fax: 015 - 516 6145

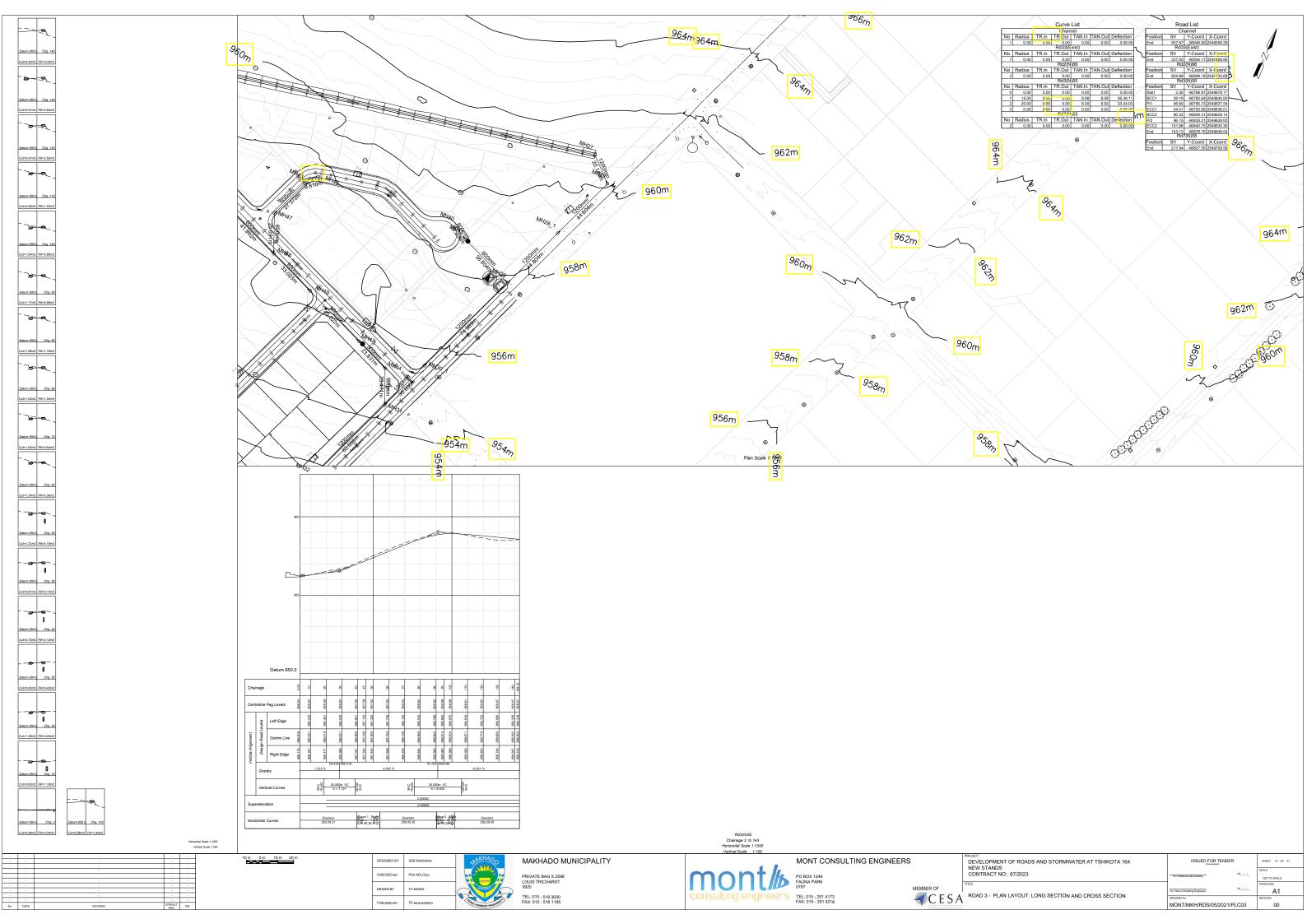
NO	DESCRIPTION	DRAWING NUMBER	SHEET
1	TSHIKOTA STREET PLAN LAYOUT	MONT/MKH/RDS/05/2021/PLN01	1 OF 1
2	ROAD 01 PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC01	1 OF 1
3	ROAD 02 PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC02	1 OF 1
4	ROAD 03 PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC03	1 OF 1
5	ROAD 04 PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC04	1 OF 1
6	ROAD 05 PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC05	1 OF 1
7	ROAD 06 PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC06	1 OF 1
8	ROAD 07 PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC07	1 OF 1
9	ROAD 27 PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/PLC27	1 OF 1
10	STANDARD DRAWING : GUARDRAIL PLACEMENT DETAILS	MONT/RDS/TPC01	1 OF 1
11	STANDARD DRAWING: GUARDRAIL ELEMENT AND MOUNTING DETAILS	MONT/RDS/TPC02	1 OF 1
12	STANDARD DRAWING : TYPICAL ROAD SIGNS DETAILS	MONT/RDS/TPC03	1 OF 1
13		MONT/RDS/TPC04	1 OF 1
14	STANDARD DRAWING : TYPICAL ROAD MARKING DETAILS	MONT/RDS/TPC05	1 OF 1
15	STANDARD DRAWING : TYPICAL SUB-SURFACE DRAINAGE DETAILS		1 OF 1
16	STANDARD DRAWING : TYPICAL SURFACE SIDE DRAINAGE DETAILS	MONT/RDS/TPC07	1 OF 1
17	STANDARD DRAWING: TYPICAL CHUTE DETAILS	MONT/RDS/TPC08	1 OF 1
18	STANDARD DRAWING: TYPICAL TYPE 'A' KERB INLET DETAILS	MONT/RDS/TPC09	1 OF 1
19		MONT/RDS/TPC10	1 OF 1
20	STANDARD DRAWING : TYPICAL INLET FOR SIDE DRAINS AND LOW POINTS DETAILS	MONT/RDS/TPC11	1 OF 1
21	STANDARD DRAWING : TYPICAL INLET FOR SIDE DRAINS AND LOW POINTS DETAILS	MONT/RDS/TPC12	1 OF 1
22	STANDARD DRAWING: INFORMATION BOARD	MONT/RDS/TPC13	1 OF 1
23	STANDARD DRAWING: TYPICAL CROSS SECTION	MONT/RDS/TPC14	1 OF 1
24	STANDARD DRAWING : TYPICAL BUS STOP DETAILS FOR SURFACED ROADS	MONT/RDS/TPC15	1 OF 1
25	STANDARD DRAWING: SPEED HUMP	MONT/RDS/TPC16	1 OF 1
26	CHANNEL - PLAN LAYOUT, LONG SECTION AND CROSS SECTION	MONT/MKH/RDS/05/2021/STW11	1 OF 1
27	STORMWATER LONGSECTION - STORM LS1	MONT/MKH/RDS/05/2021/STW01	1 OF 1
28	STORMWATER LONGSECTION - STORM LS2	MONT/MKH/RDS/05/2021/STW02	1 OF 1
29	STORMWATER LONGSECTION - STORM LS3	MONT/MKH/RDS/05/2021/STW03	1 OF 1
		•	•

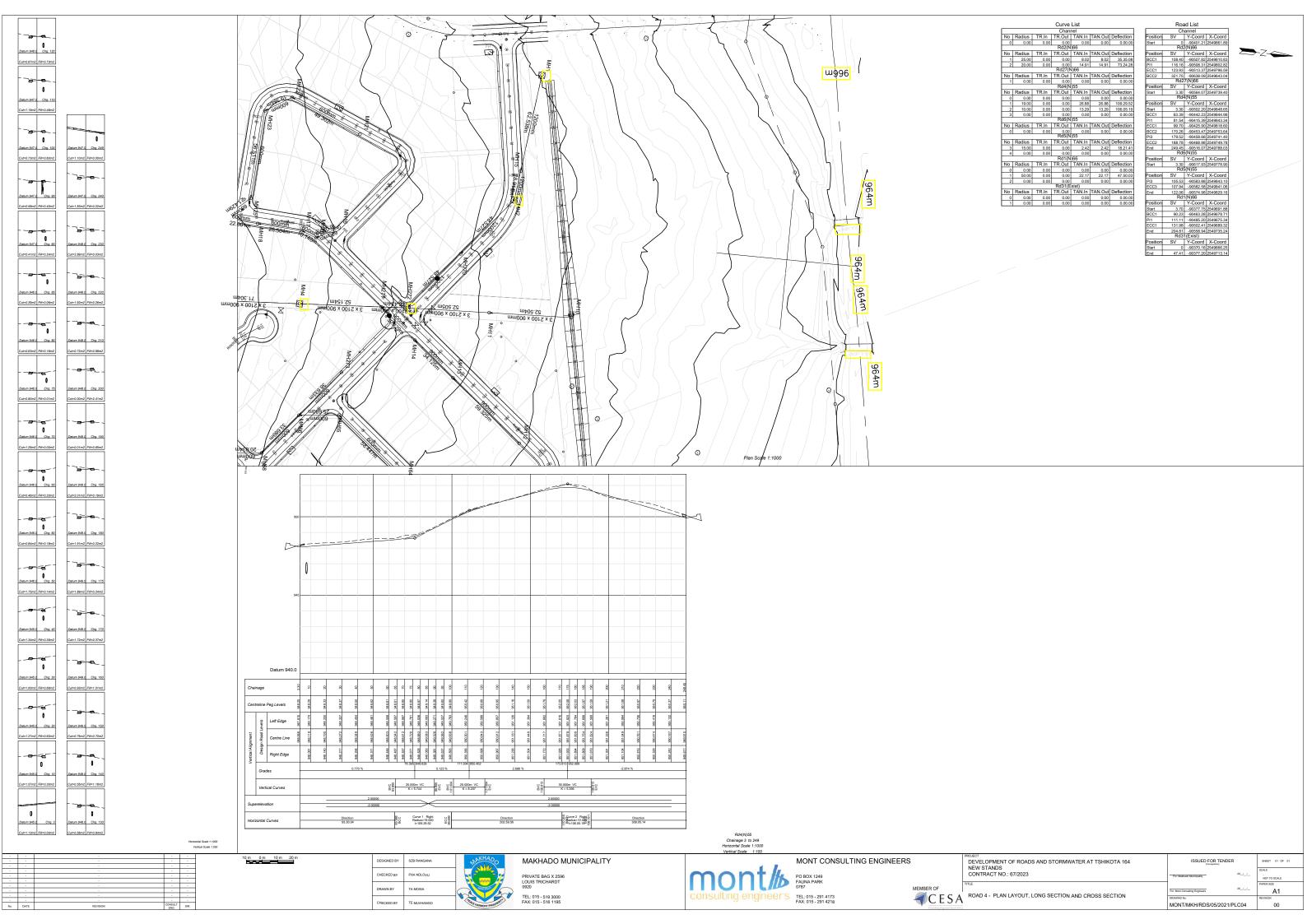
NO	DESCRIPTION	DRAWING NUMBER	SHEET
	TYPICAL DETAIL : PIPE BEDDINGS AND CAST IN SITU FLOOR	MONT/STW/TPC02	1.05.4
30	IOLADO EUR ERECAOT DUA CULVERTO		1 OF 1
	TYPICAL DETAIL: PIPE CULVERTS 90° TO ROAD (450 TO 1200	MONT/STW/TPC03	
31	IDIA, PIPES) CONCRETE DETAILS		1 OF 1
<b>i</b> l	TYPICAL DETAIL: PIPE CULVERTS SKEW TO ROAD (450 TO 1200	MONT/STM/TPC04	1
32	IDIA PIPES) CONCRETE DETAILS		1 OF 1
	TYPICAL DETAIL: PIPE CULVERTS - 90° & SKEW TO ROAD (450	NACNIT/STIM/TDC05	
33	TIO SOUTA PIPESTREINEORGEINENT DETAILS		1 OF 1
	TYPICAL DETAIL: PIPE CULVERTS - 90° & SKEW TO ROAD (1050	NACNIT/STVA//TDCOS	
34	TIO IZUUTIA PIPESIKEINEOKUEINENTTIETAILS		1 OF 1
	TYPICAL DETAIL : CULVERT INLET AND OUTLET STRUCTURES	* * A N IT (OT) A / /TD A O Z	
35	TYPES 1 AND 1A	INDN 1/5 I VV/ I PCU/	1 OF 1
36		MONT/STW/TPC08	1 OF 1
	TYPICAL DETAIL : CONCRETE SIDE AND MEDIAN DRAINS,		
A	CONCRETE SIDE DRAIN OUTLETS, CATCHWATER BANKS AND		1
37	MITRE BANKS		1 OF 1
	TYPICAL DETAIL : CONCRETE SIDE AND MEDIAN DRAINS,	1	
1	CONCRETE SIDE DRAIN OUTLETS, CATCHWATER BANKS AND		1
38	MITRE BANKS 2 & 2A INLETS		1 OF 1
	TYPICAL DETAIL : CATCHWATER & DOWN CHUTE WITH TYPE 4 &		· · · ·
39	4A INLETS	MONT/STW/TPC11	1 OF 1
40		MONT/STW/TPC12	1 OF 1
41	TYPICAL DETAIL : DOWN CHUTES ON HIGH FILLS	MONT/ST\M/TPC13	1 OF 1
<u> </u>	TYPICAL DETAIL: DOWN CHOTES ON HIGHTIELS  TYPICAL DETAIL: MANHOLES AND CATCHPITS FOR LARGER	101010170100711 010	' <u>` '</u>
42	PIPES AND BOX CULVERTS	MONT/STW/TPC14	1 OF 1
44	THES AND BOX COLVENTS	<u> </u>	

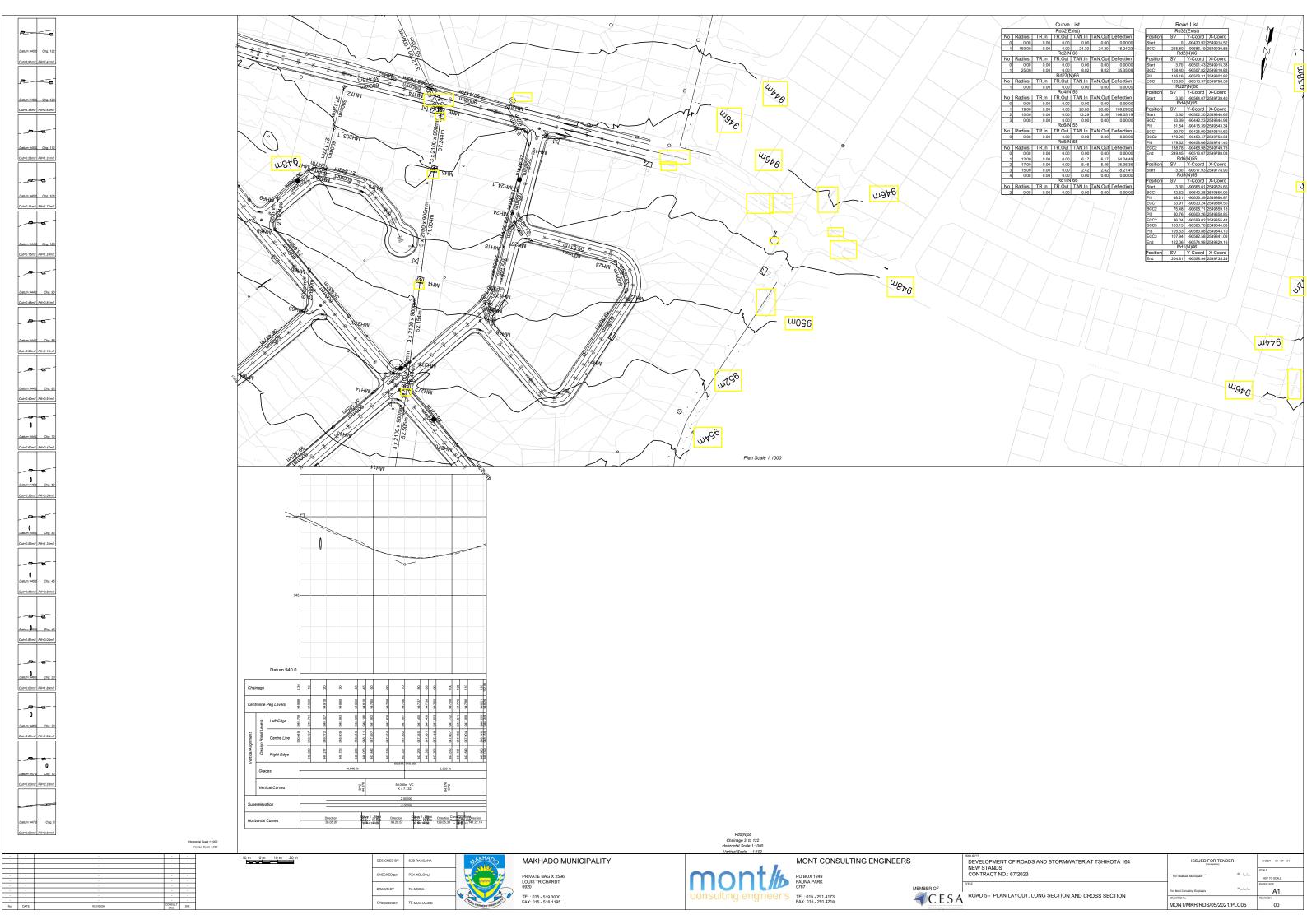


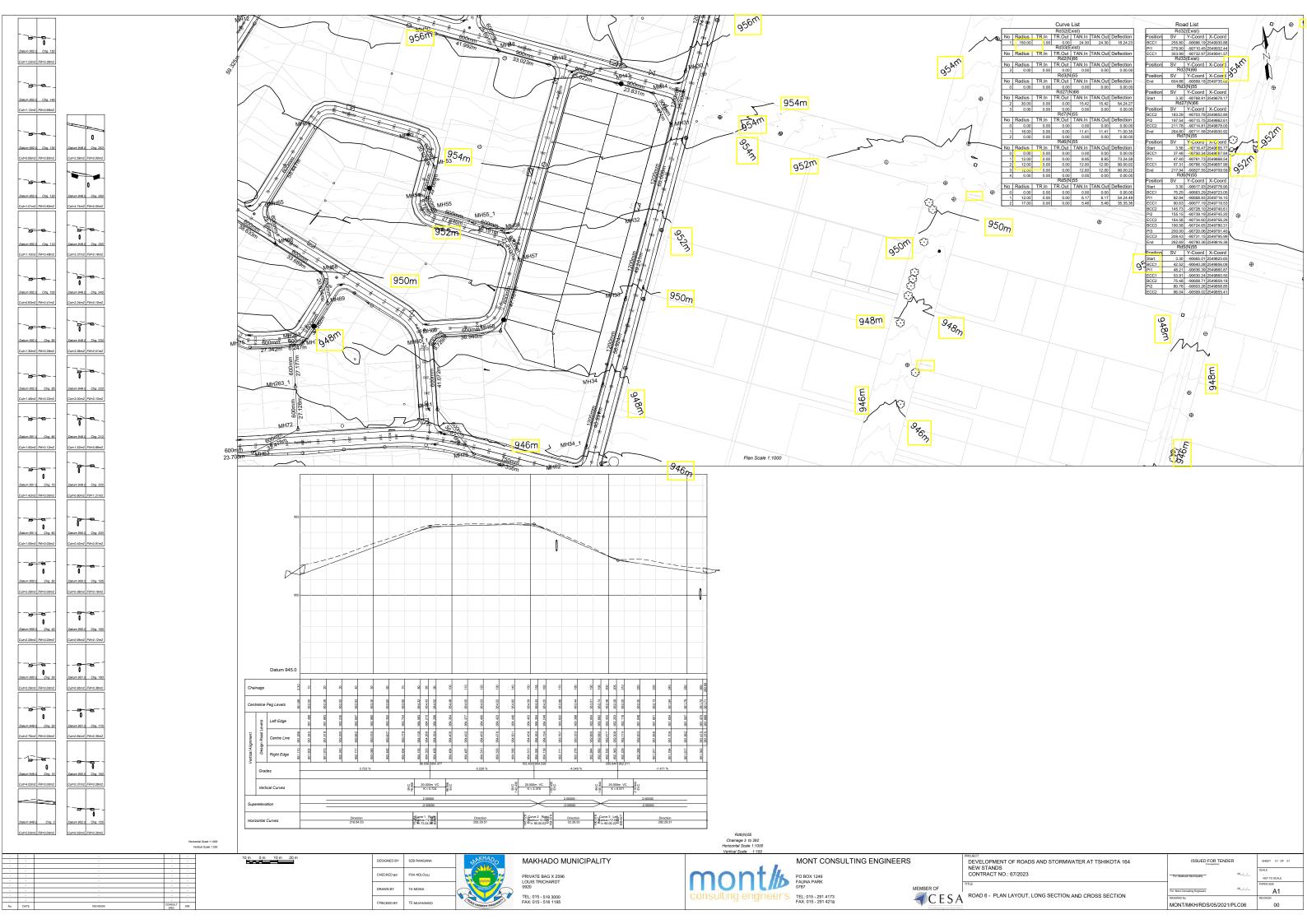


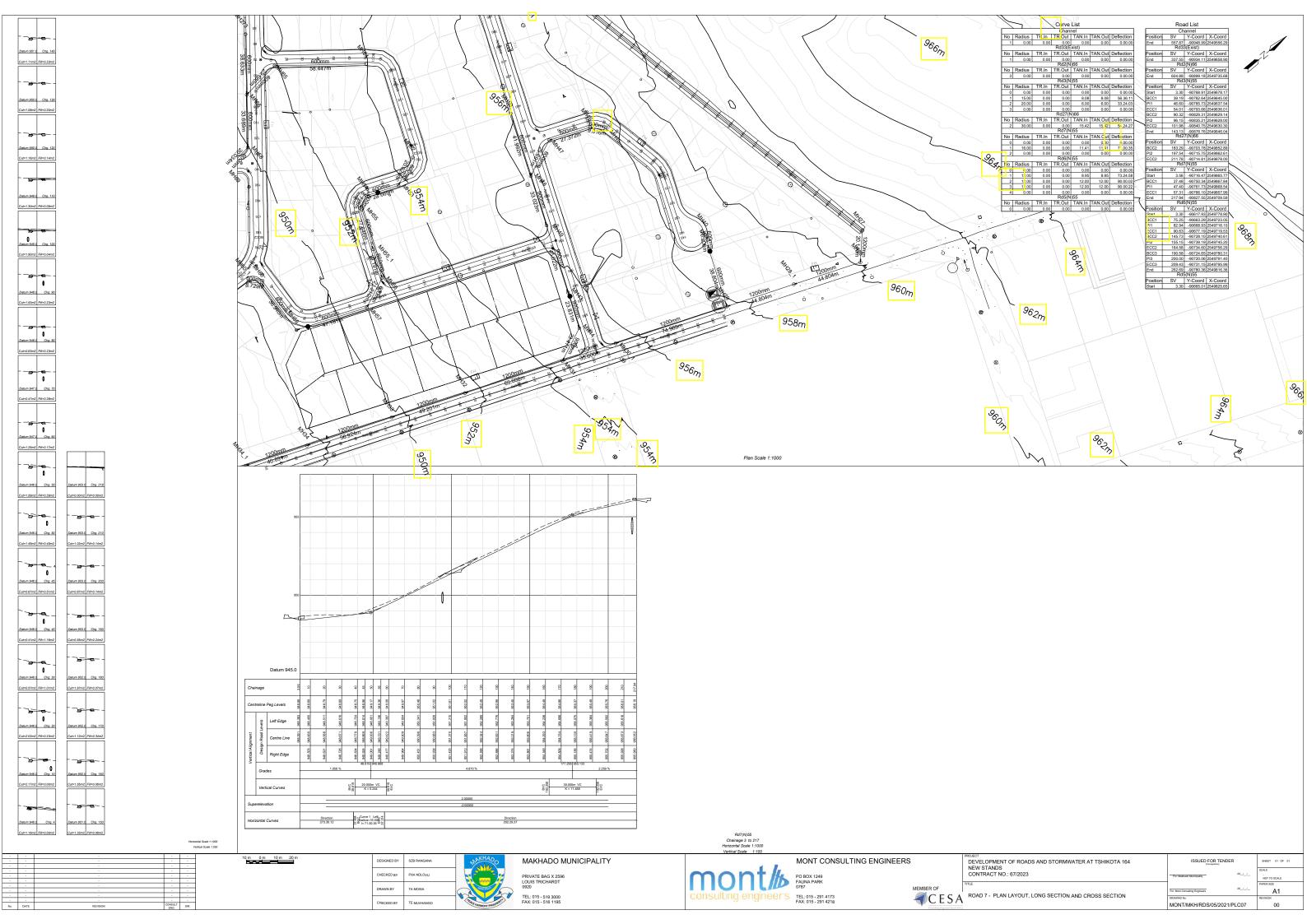


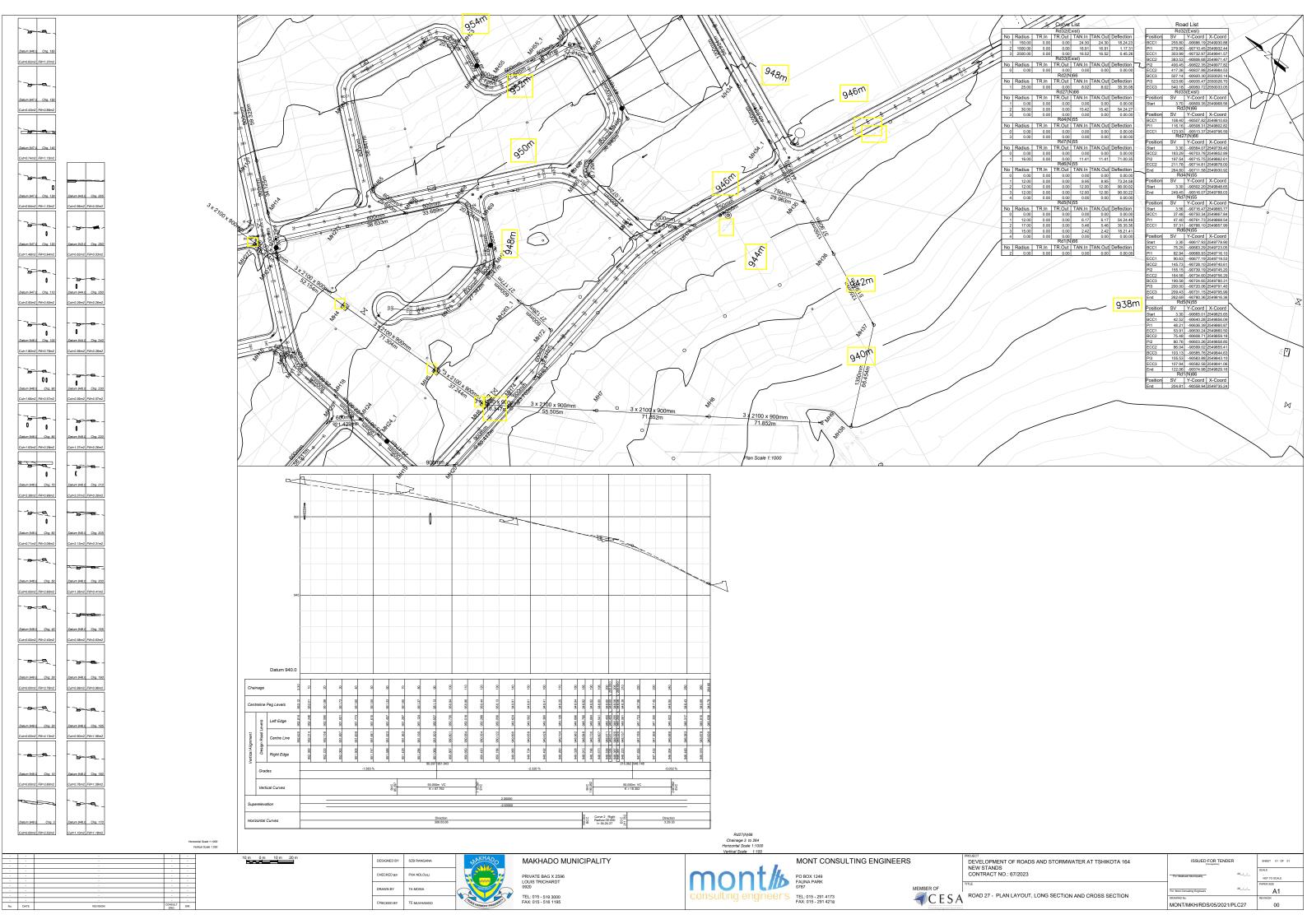


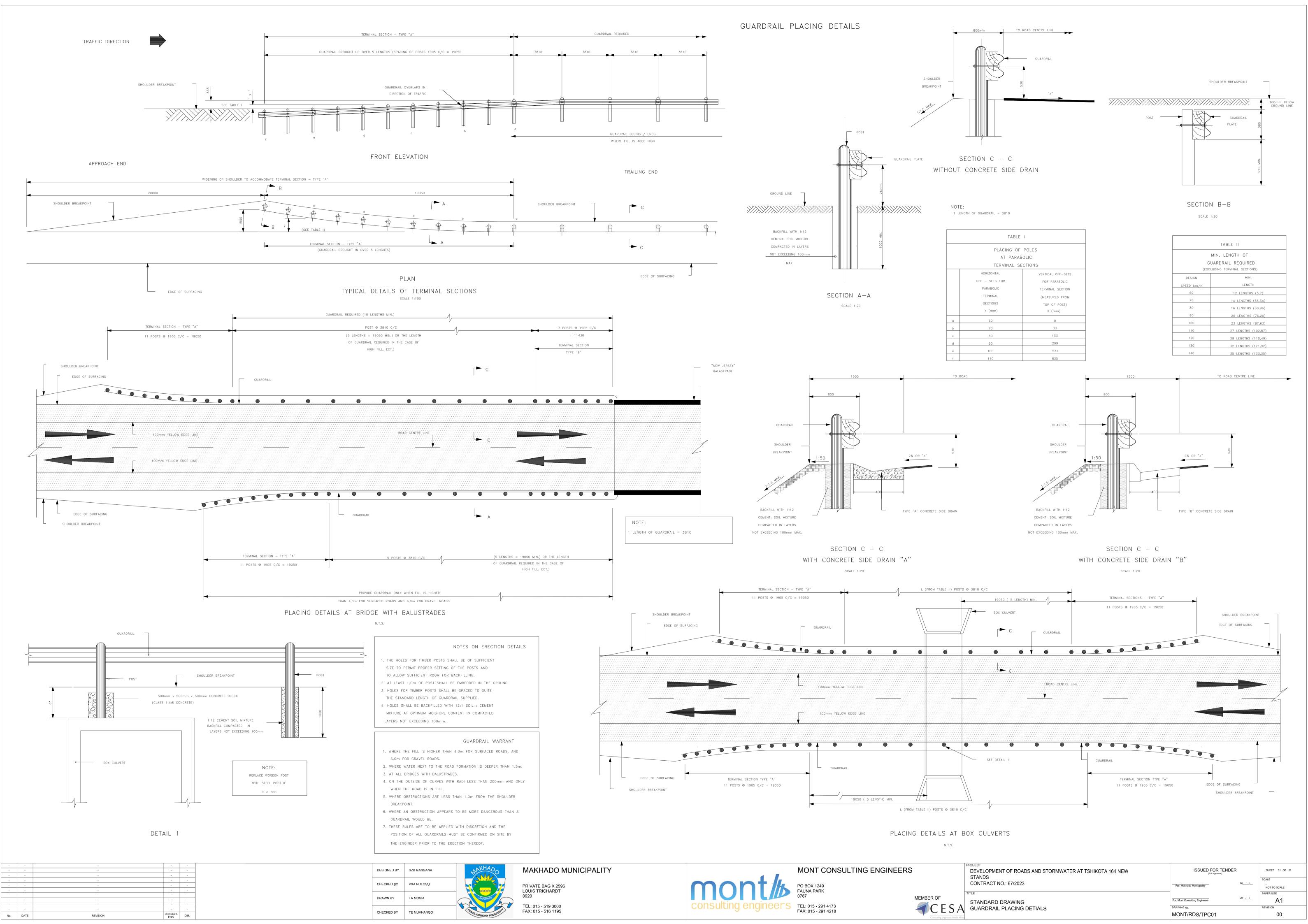


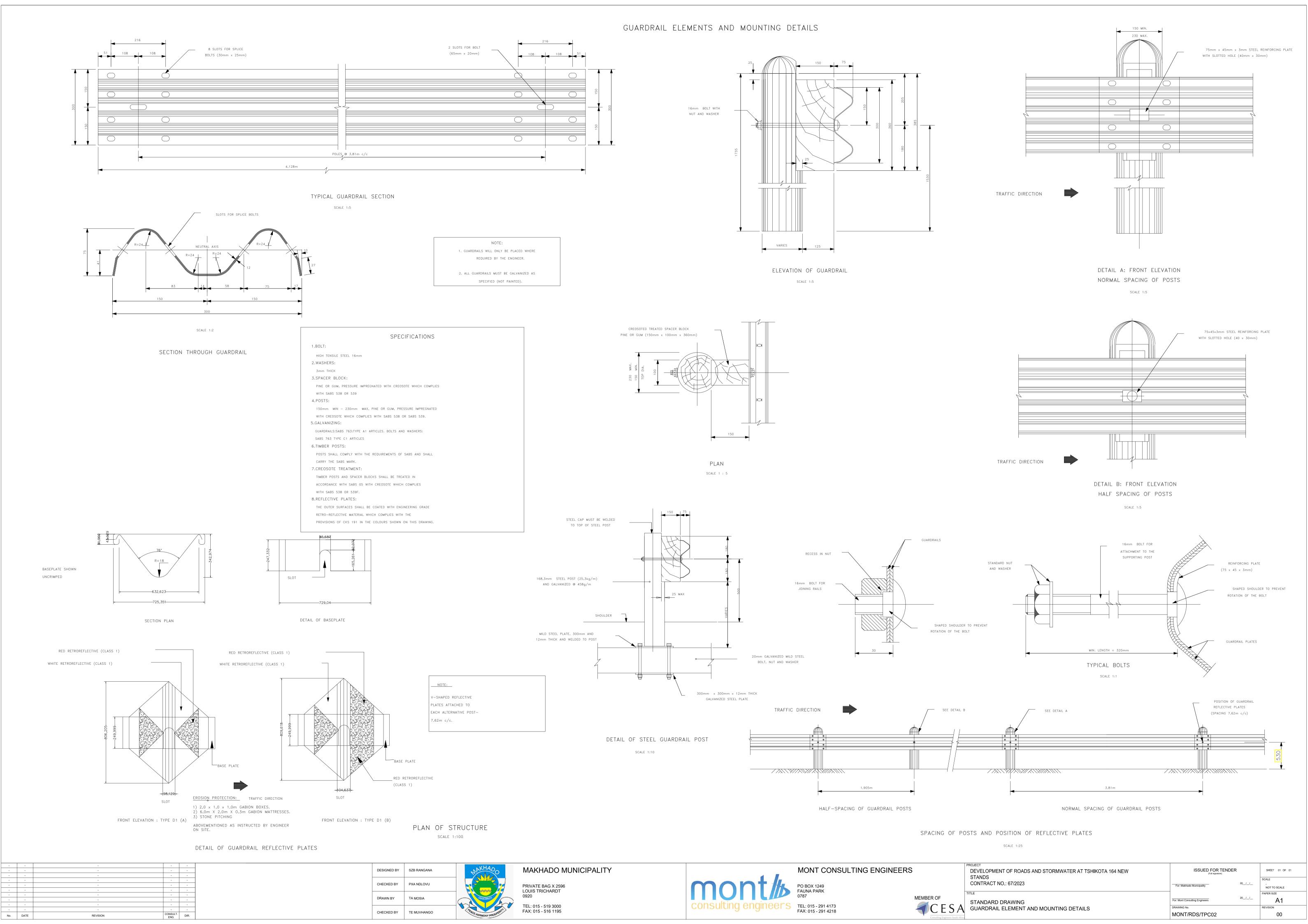












## NOTES

1. THESE NOTES APPLY FOR ALL SUB-SERIES IN THE ROADWORKS SIGNS AND DETOURS "SP-R" STANDARD PLAN SERIES. ADDITIONAL SPECIFIC INTRO-DUCTORY NOTES MAY BE GIVEN AT THE BEGINNING OF THE SUB-SERIES. THE CURRENT LIST OF SUB-SERIES IS GIVEN BELOW. OTHER STANDARD PLAN SERIES WHICH DEAL WITH SPECIFIC TYPES OF ROAD TRAFFIC SIGNS ARE —

(a) "SP-J" ROAD MARKINGS AND ROADSTUDS (b) "SP-S" ROAD SIGNS.

2. THE STRUCTURAL AND MOUNTING ASPECTS OF ROAD TRAFFIC SIGNS ARE COVERED BY STANDARD PLAN SREIES "SP-B".

3. THE SIGNS DETAILED IN SUB-SERIES "SP-R-1" ARE SIGNS WHICH HAVE

GENERAL APPLICATIONS AT ROADWORKS SITES.

4. ALMOST ALL REGULATORY AND WARNING SIGNS MAY BE USED IN A TEMPO-

RARY FORM AT ROADWORKS SITES. DETAILS OF THE CLASSIFICATION OF THESE SIGNS ARE GIVEN OPPOSITE. THERE IS NO TEMPORARY COLOUR

CODE FOR CONTROL REGULATORY SIGNS AND THEY SHALL ONLY BE USED IN

THEIR PERMANENT FORM. A LIMITED SELECTION OF PERMANENT SIGNS ARE FREQUENTLY REQUIRED AT THE END OF ROADWORKS SITES. THE COMMAND,

PROHIBITION AND COMPREHENSIVE REGULATORY SIGNS ILLUSTRATED, ARE

REPRESENTATATIVE ONLY - THE MAJORITY OF OTHER SIGNS IN THESE CA-

TEGORIES MAY ALSO BE USED IN A TEMPORARY FORM. A TEMPORARY VER-

SION OF SIGN R401 SHOULD NOT BE USED. SIMILARLY WARNING SIGNS

MARKED \* ARE REPRESENTATIVE. BOTH NUMBERS ARE INDICATED FOR

WARNING SIGNS WHICH HAVE A "HANDED" VERSION.

5. TEMPORARY ROUTE MARKER AND DIRECTION GUIDANCE SIGNS MAY ALSO BE SPECIFIED. LIMITED EXAMPLES ARE SHOWN OPPOSITE.

6. SUB-SERIES "SP-R-2" COVERS DETAILS OF ALL TEMPORARY DIAGRAMMATIC

GUIDANCE SIGNS. GENERAL NOTES ON THE USE OF DIAGRAMMATIC SIGNS

ARE GIVEN ON THE FIRST DRAWING IN THE SUB-SERIES AND ALL AVAILA-

BLE SIGNS ARE INDICATED ON A NUMBER OF KEY SHEETS. THESE KEY

SHEETS ARE DESIGNED TO BE USED FOR SIGN ORDERING PURPOSES AND

PROVIDE INFORMATION TO ENABLE SIGN QUANTITIES TO BE DETERMINED.

DETAILS OF PERMANENT DIAGRAMMATIC SIGNS ARE COVERED IN SUB-

SERIES "SP-S-7". THE DRAWINGS ARE GROUPED WITHIN THE SUB-SERIES

"SP-R-2" AS FOLLOWS -

(a) TRAFFIC FLOW OBSTRUCTIONS

(b) LANE USE REGULATION (c) LANES MERGE

(d) HEAVY VEHICLE GUIDANCE

(e) OVERHEAD EXAMPLES.

EACH DRAWING GIVES DIMENSIONAL DETAILS FOR A NUMBER OF SIMILAR

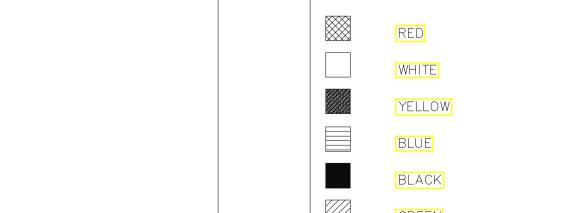
SIGN DESIGNS FOR THE THREE STANDARD SIGN SIZES. CARE MUST BE TAKEN TO SEE THAT THE CORRECTLY HANDED SIGNS ARE ORDERED.

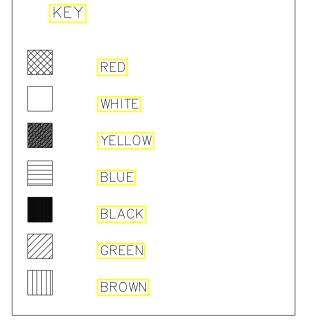
SUB-SERIES IN THE ROADWORKS SIGNS AND DETOURS SERIES "SP-R"

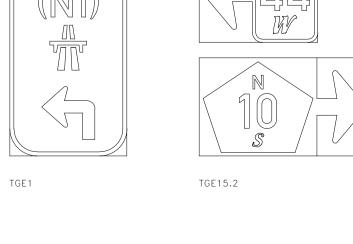
"SP-R-1"

"SP-R-2"

"SP-R-3"



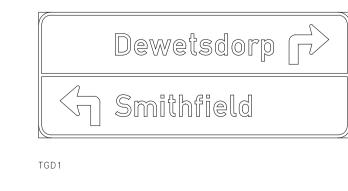


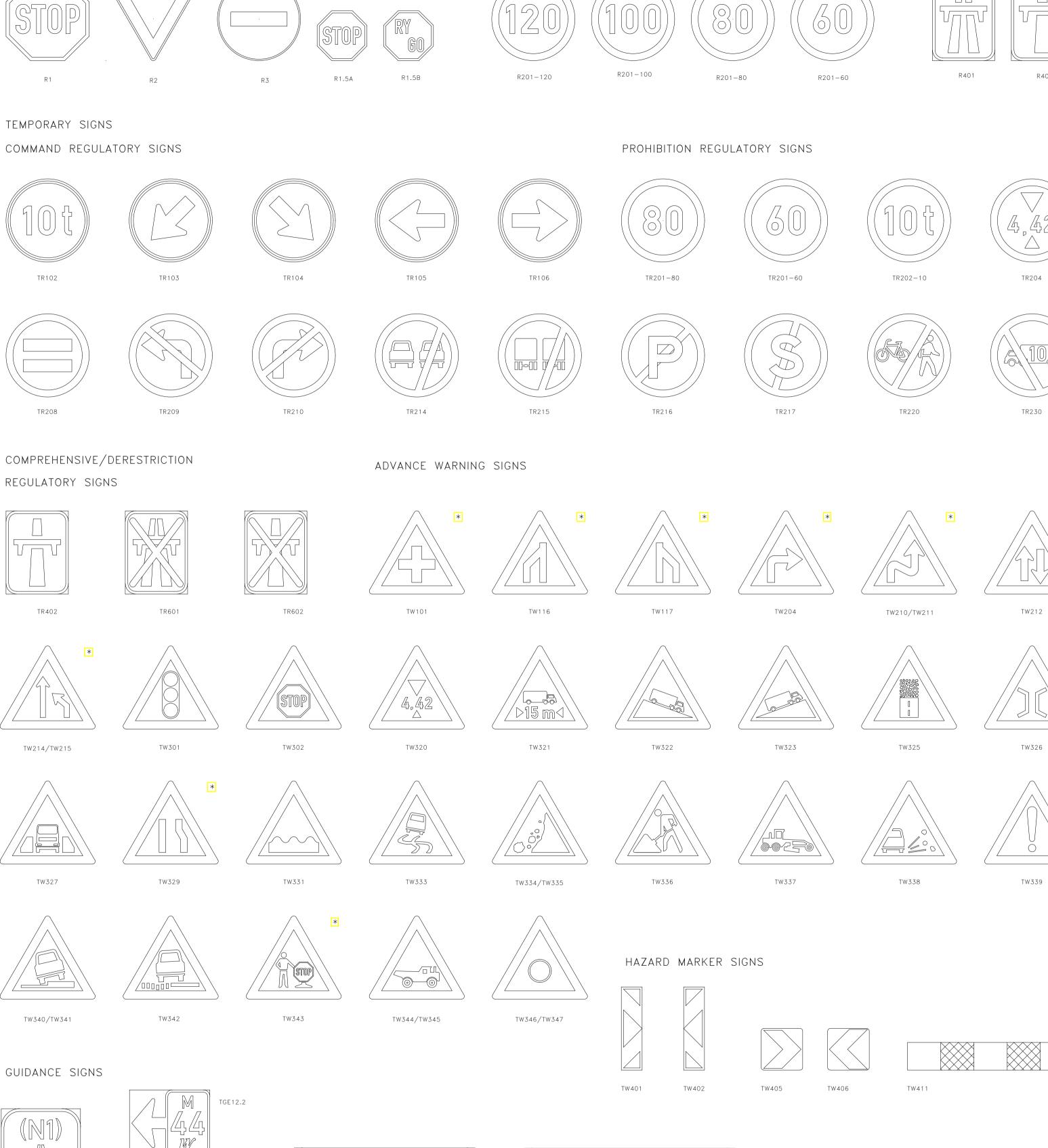


PERMANENT SIGNS

CONTROL REGULATORY SIGNS







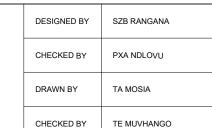
PROHIBITION REGULATORY SIGNS

GENERAL SIGN DETAILS

DIAGRAMMATIC SIGNS

TYPICAL LAYOUTS

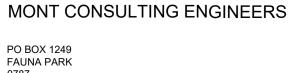
TEMPORARY



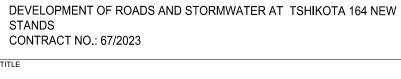
PRIVATE BAG X 2596 LOUIS TRICHARDT TEL: 015 - 519 3000 FAX: 015 - 516 1195

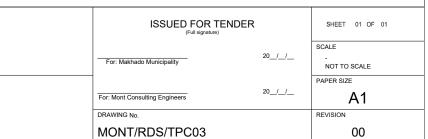
MAKHADO MUNICIPALITY





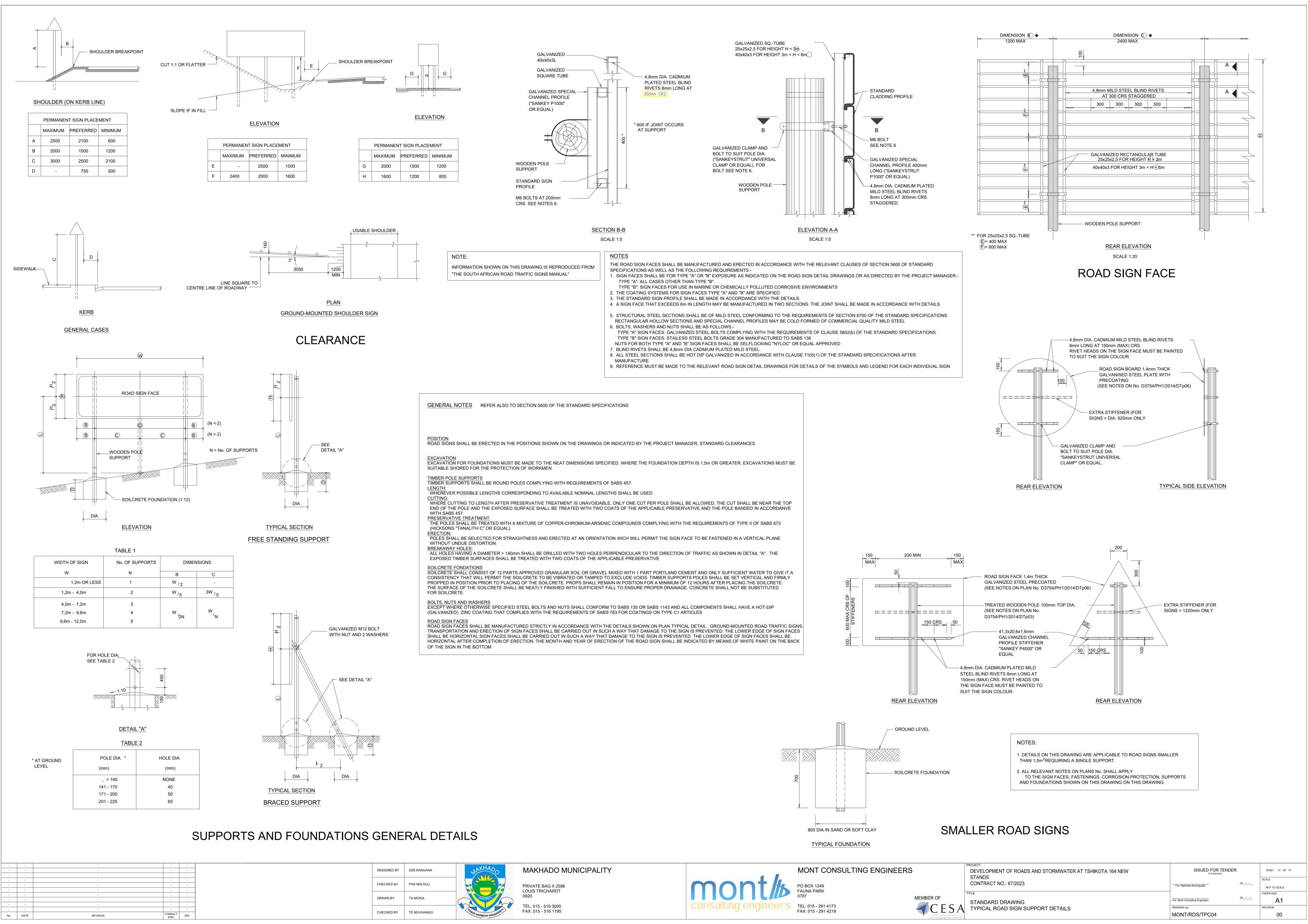


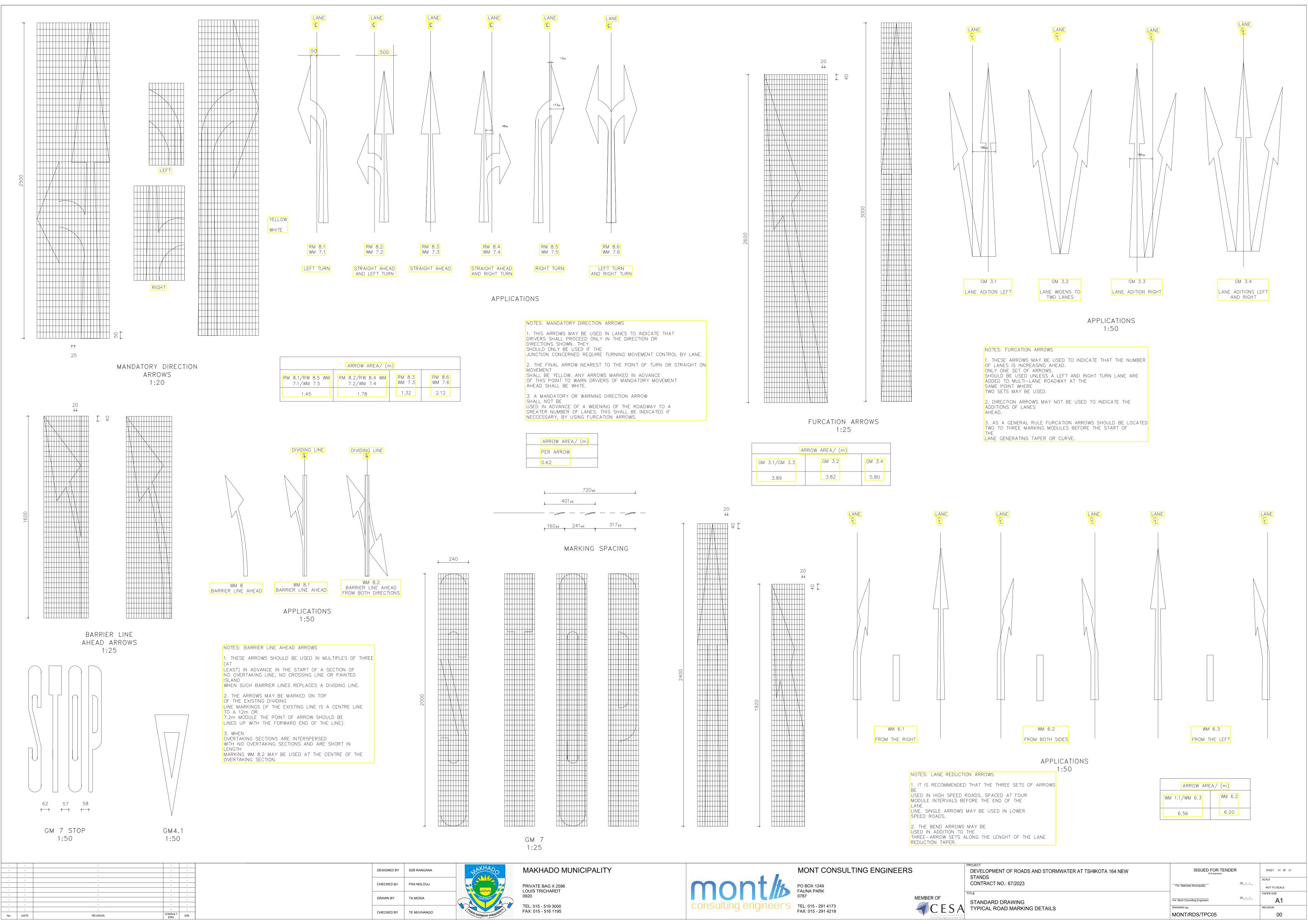


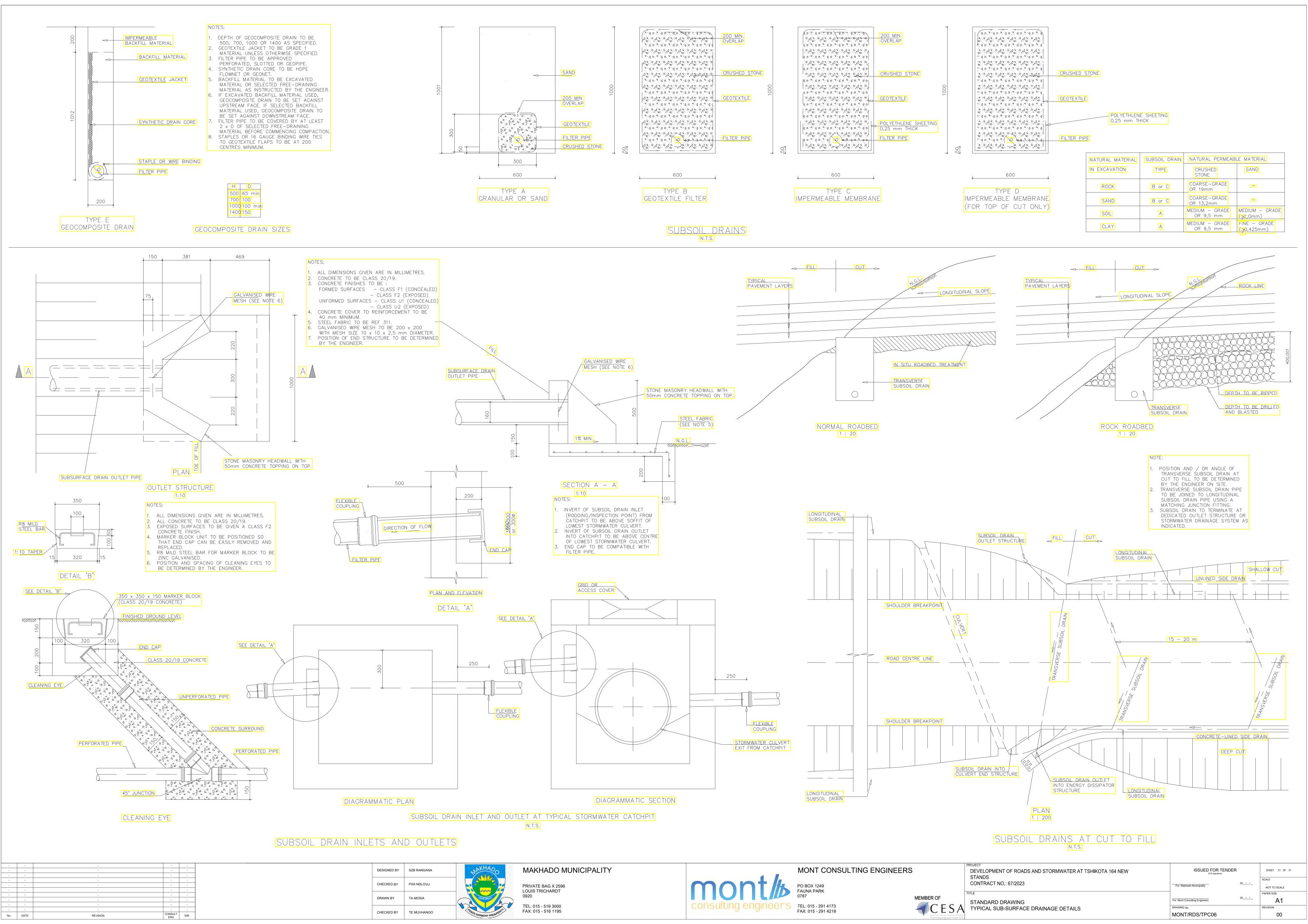


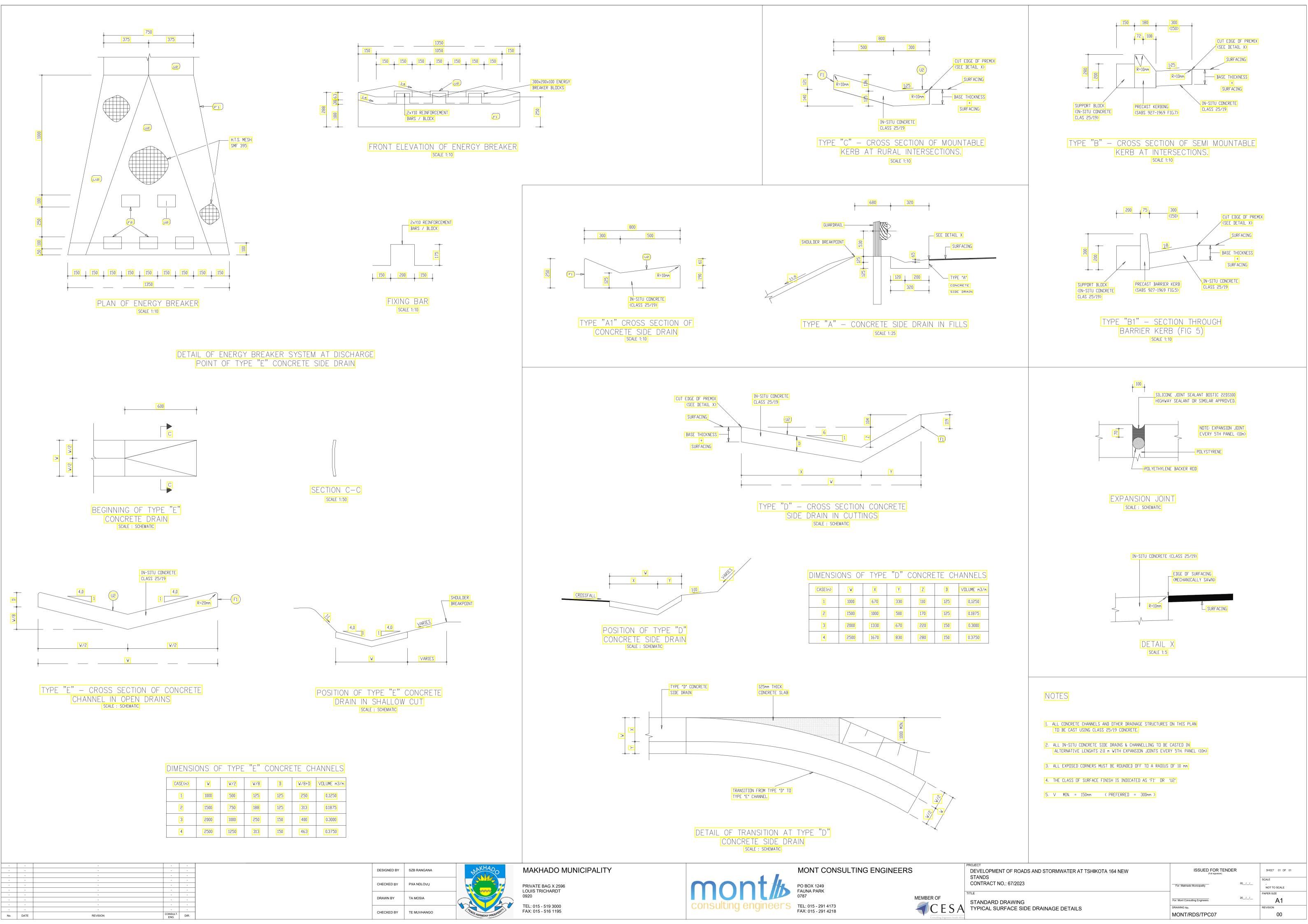
COMPREHENSIVE

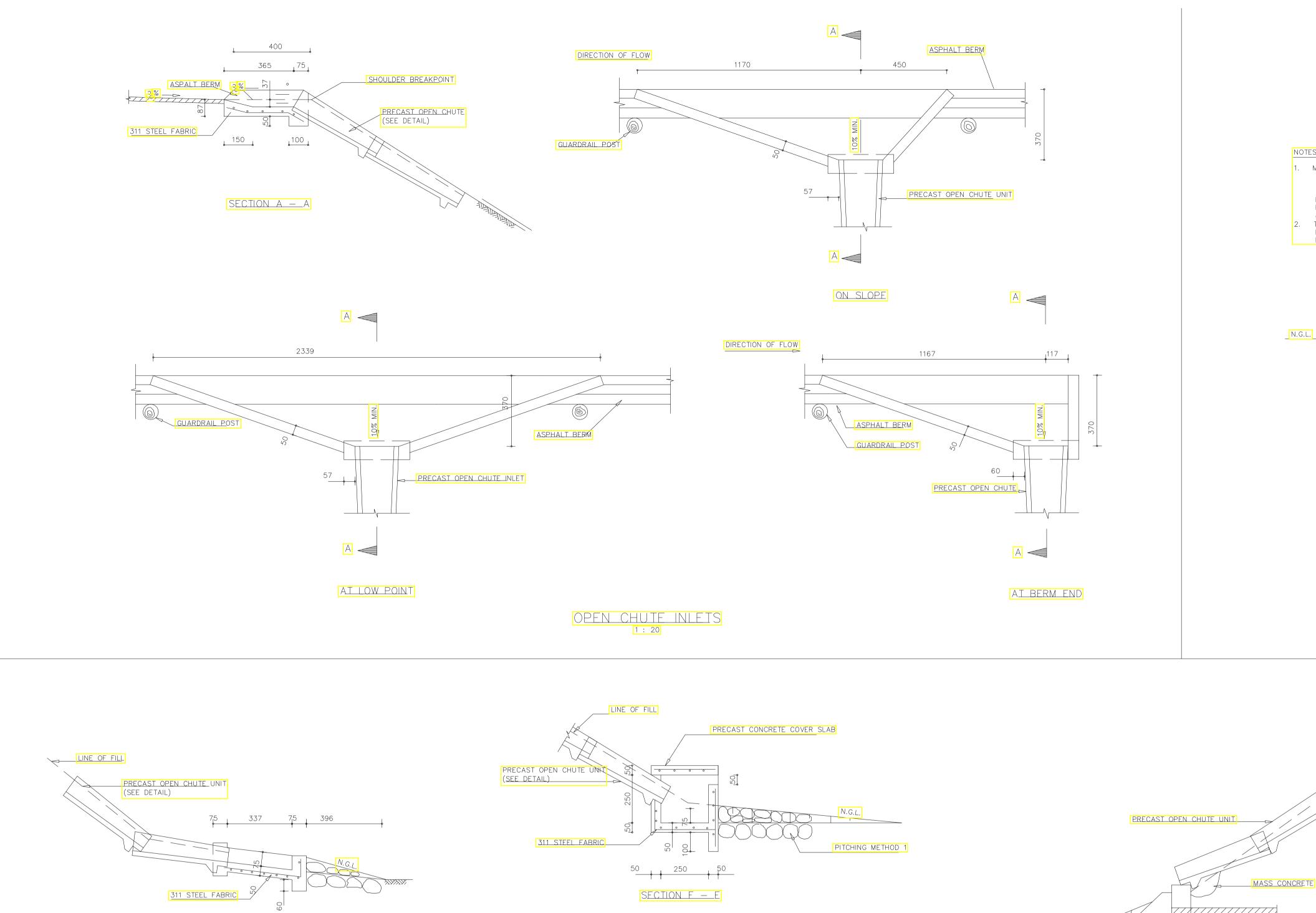
REGULATORY SIGNS











DESIGNED BY SZB RANGANA

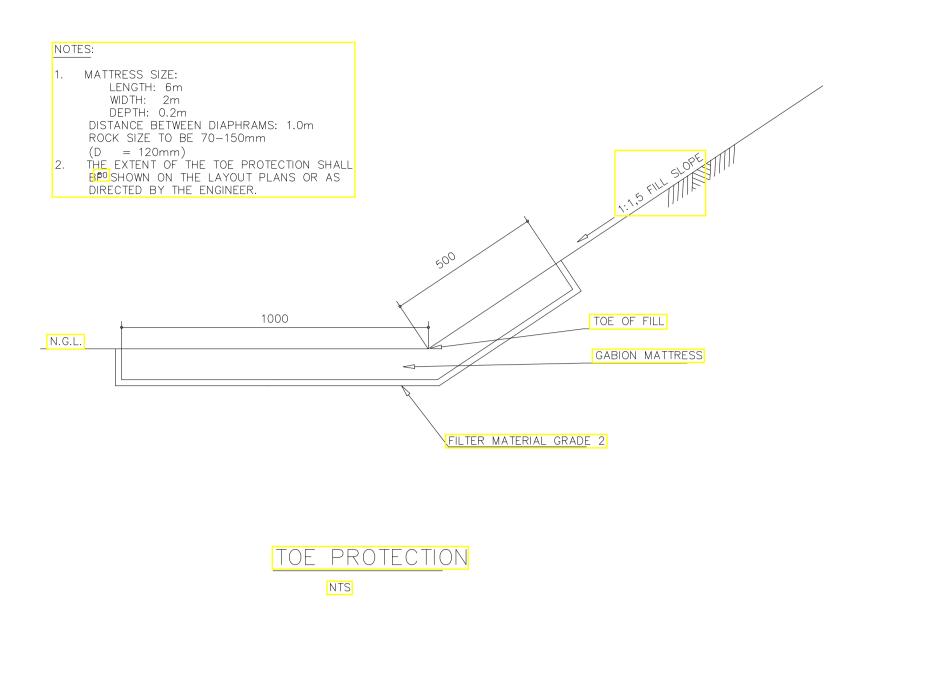
CHECKED BY PXA NDLOVU

CHECKED BY TE MUVHANGO

TA MOSIA

DRAWN BY

REVISION



DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW

CONTRACT NO.: 67/2023

STANDARD DRAWING TYPICAL CHUTE DETAILS

MEMBER OF

NOTES:

ISSUED FOR TENDER

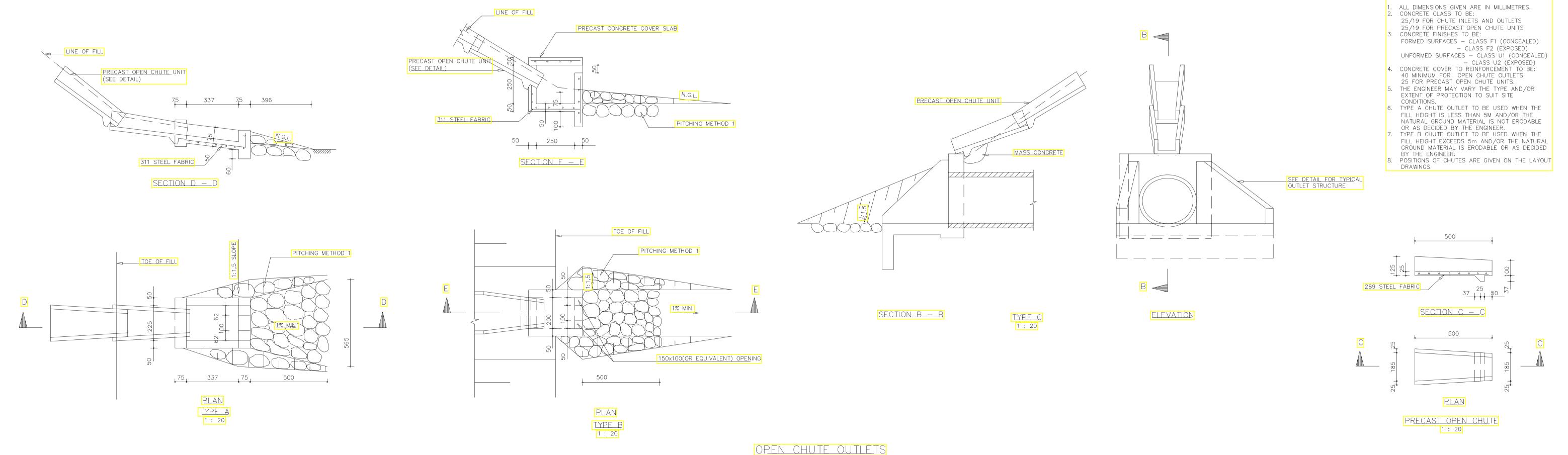
For: Makhado Municipality

For: Mont Consulting Engineers

MONT/RDS/TPC08

SHEET 01 OF 01

NOT TO SCALE



MONT CONSULTING ENGINEERS

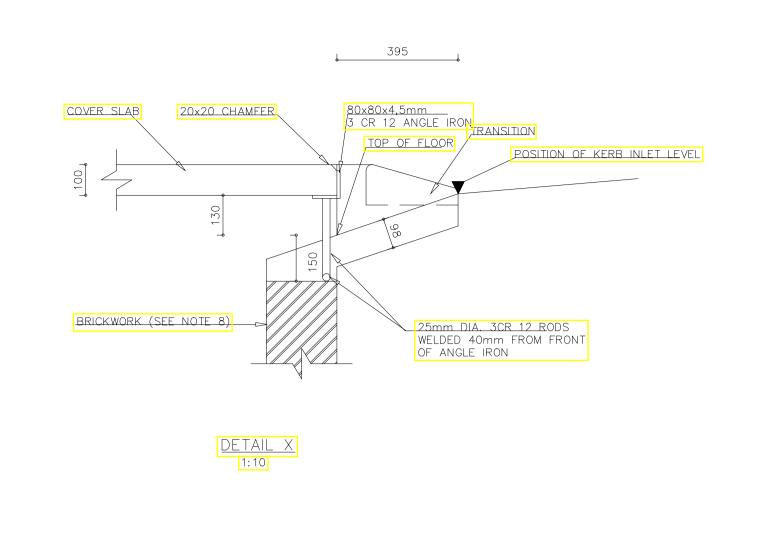
FAUNA PARK

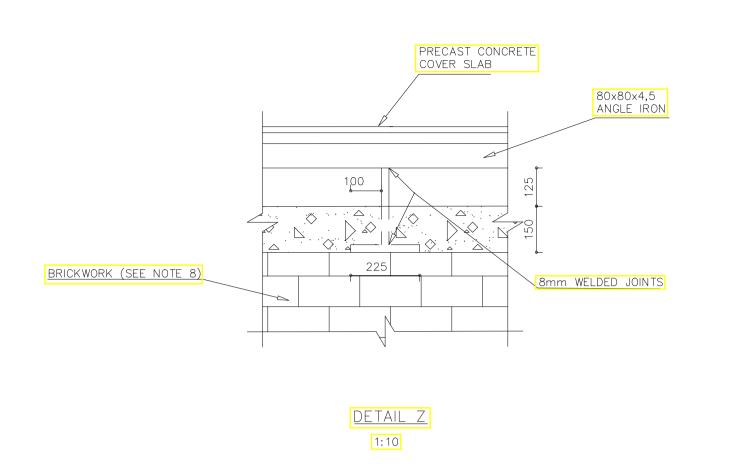
consulting engineers TEL: 015 - 291 4173 FAX: 015 - 291 4218

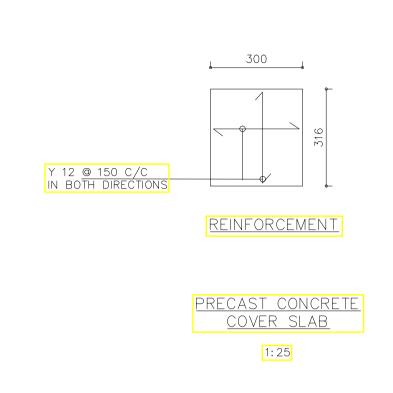
MAKHADO MUNICIPALITY

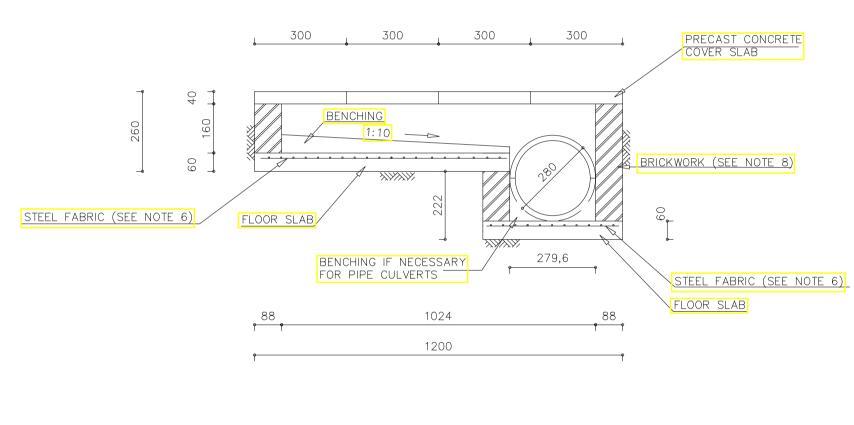
PRIVATE BAG X 2596 LOUIS TRICHARDT

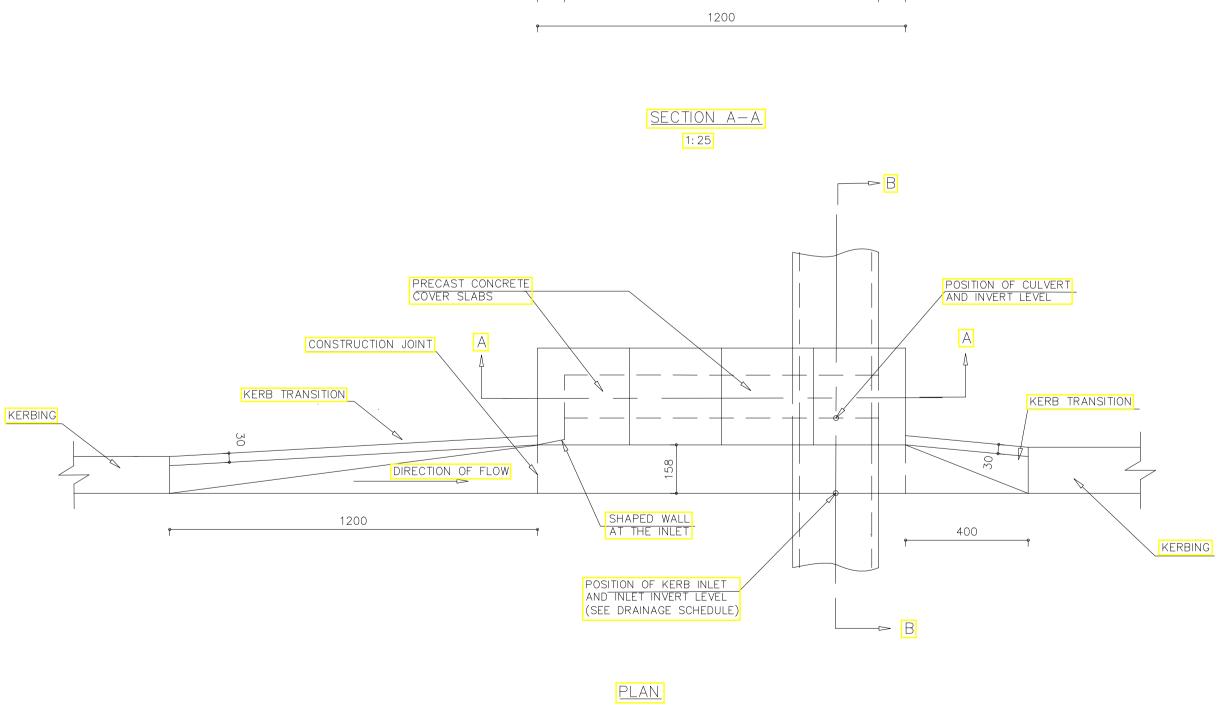
TEL: 015 - 519 3000 FAX: 015 - 516 1195



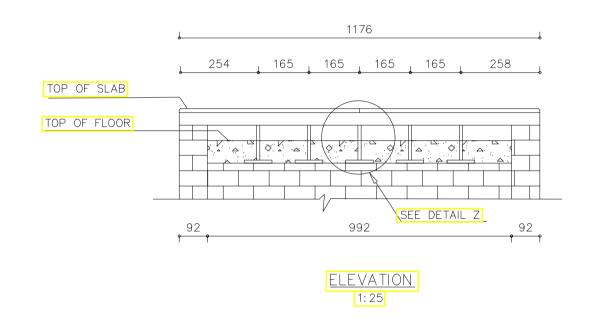


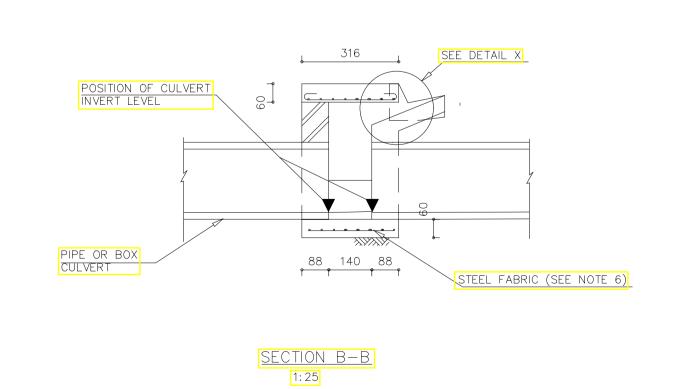






1: 25





NOTES:

1. ALL DIMENSIONS GIVEN ARE IN MILLIMETRES.

2. ALL EXPOSED SHARP CORNERS OF CONCRETE TO HAVE 20 × 20 CHAMFERS.

3. CONCRETE TO BE:

CLASS 30/19 FOR COVER SLAB

CLASS 20/19 FOR BENCHING

CLASS 25/19 FOR BALANCE OF STRUCTURE

4. CONCRETE FINISHES TO BE:

FORMED SURFACES — CLASS F1 (CONCEALED)

— CLASS F2 (EXPOSED)

UNFORMED SURFACES — CLASS U1 (CONCEALED)

— CLASS U2 (EXPOSED)

5. CONCRETE COVER TO REINFORCEMENT TO BE 40 MIN.

6. STEEL FABRIC TO BE:

REF. 311 FOR KERB INLET FLOOR SLAB

REF. 617 FOR CATCHPIT FLOOR SLAB

7. SUPPORTING STEELWORK TO BE 3CR12.

8. BRICKS TO BE BURNT CLAY MASONARY UNITS

CONFORMING TO SABS 227.

9. KERB INLET STRUCTURE TO BE CONSTRUCTED ALONG

SAME GRADIENT AS ROAD.

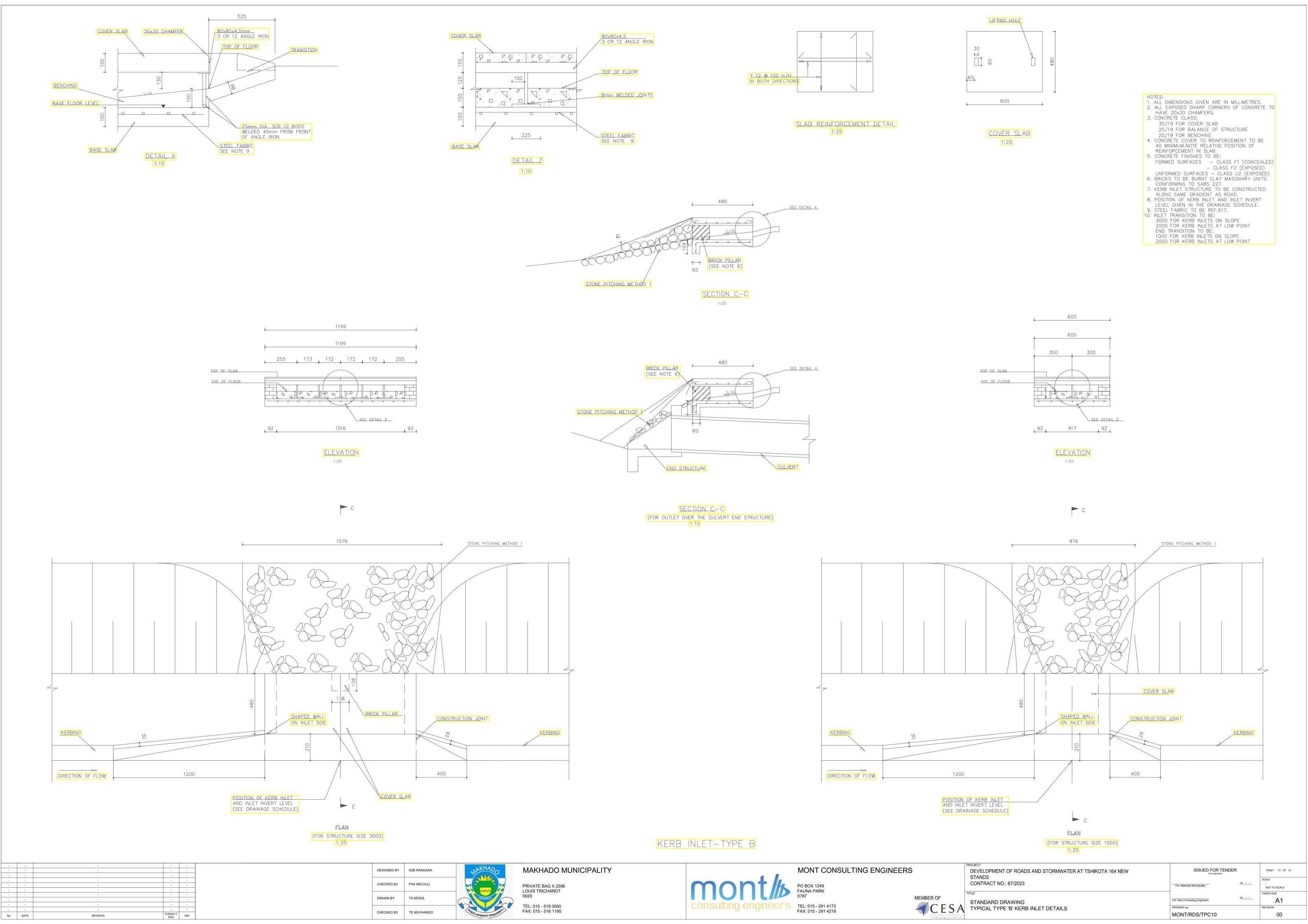
10. POSITION OF KERB INLET AND INLET INVERT
LEVEL GIVEN IN THE DRAINAGE SCHEDULE.

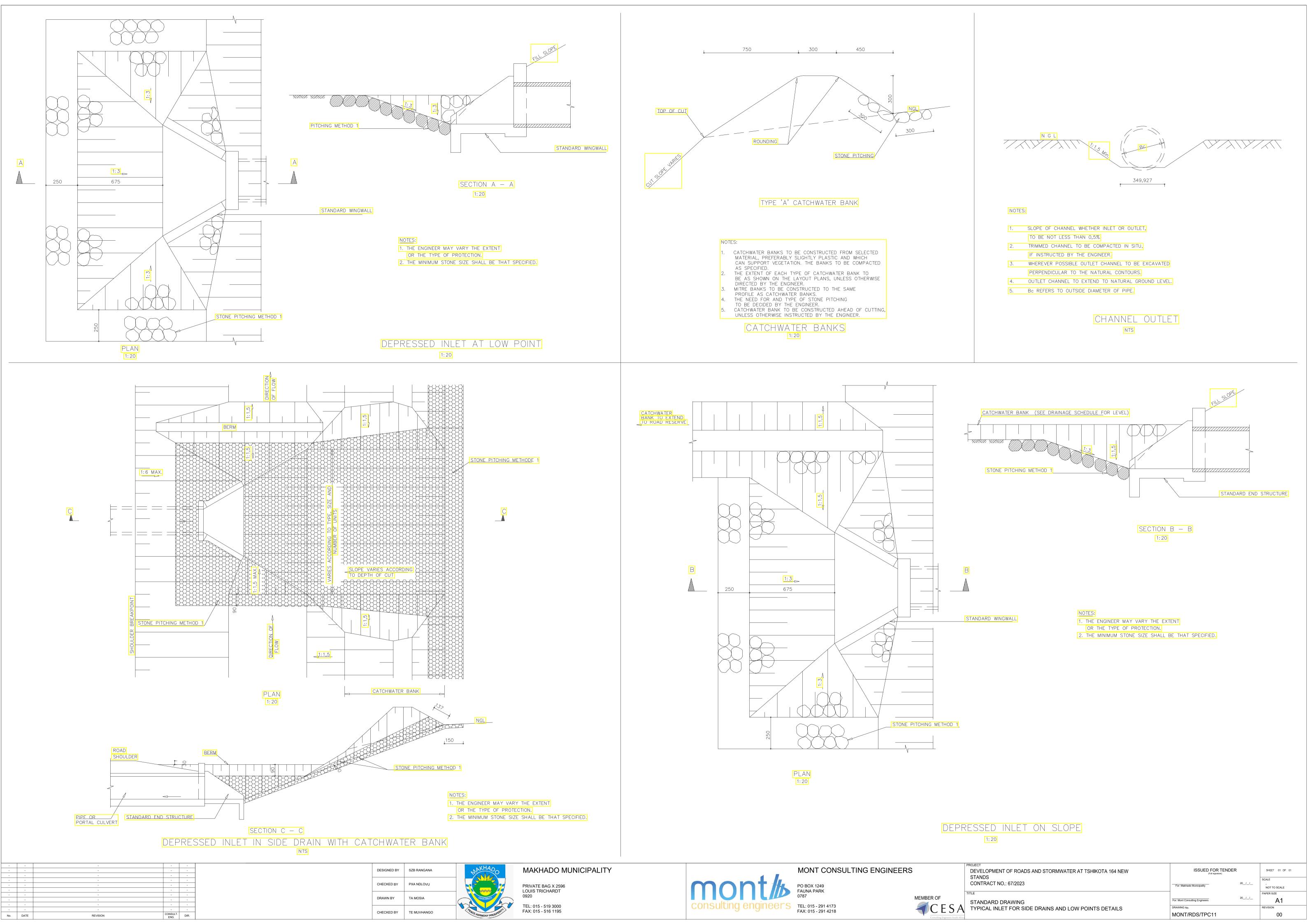
11. BRICKWORK:
WHERE TOTAL DEPTH (INVERT LEVEL TO
FINISHED GROUND LEVEL) EXCEEDS 2,0m
BRICKWORK TO BE 345mm THICK BELOW 2,0m DEPTH.

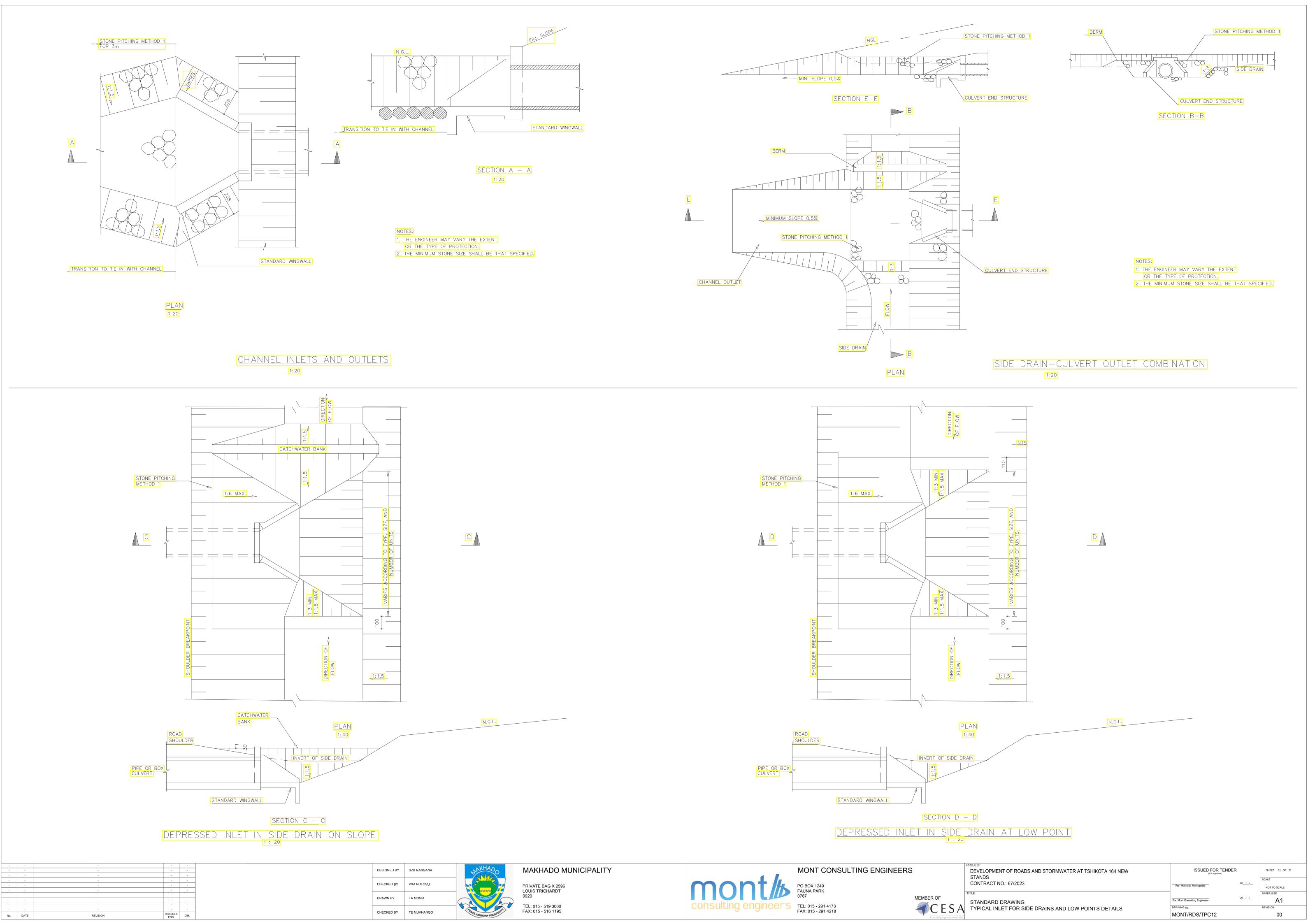
12. INLET TRANSITION TO BE:
3000 FOR KERB INLETS ON SLOPE
2000 FOR KERB INLETS AT LOW POINT
END TRANSITION TO BE:
1000 FOR KERB INLETS ON SLOPE
2000 FOR KERB INLETS AT LOW POINT

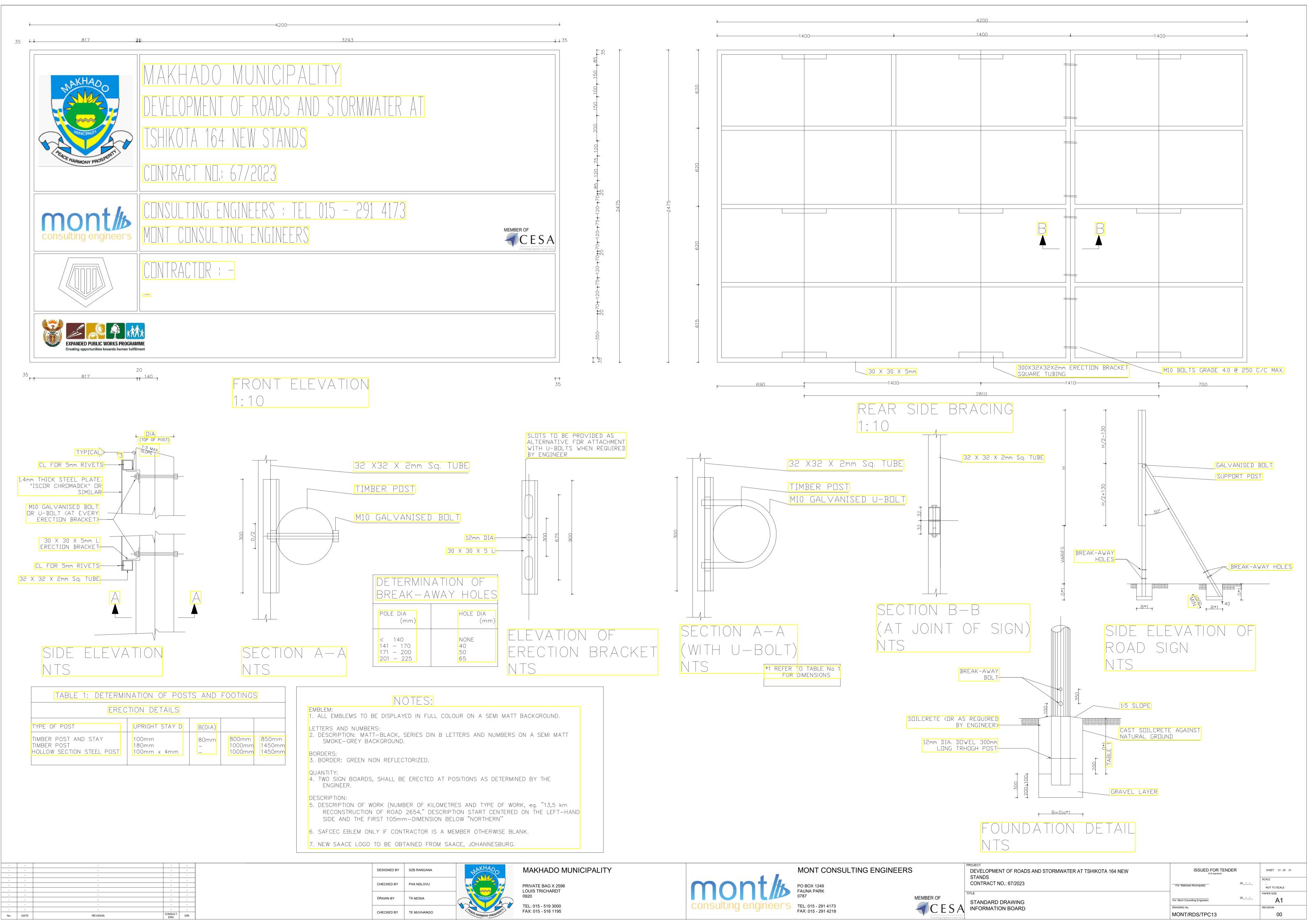
KERB INLET - TYPE A

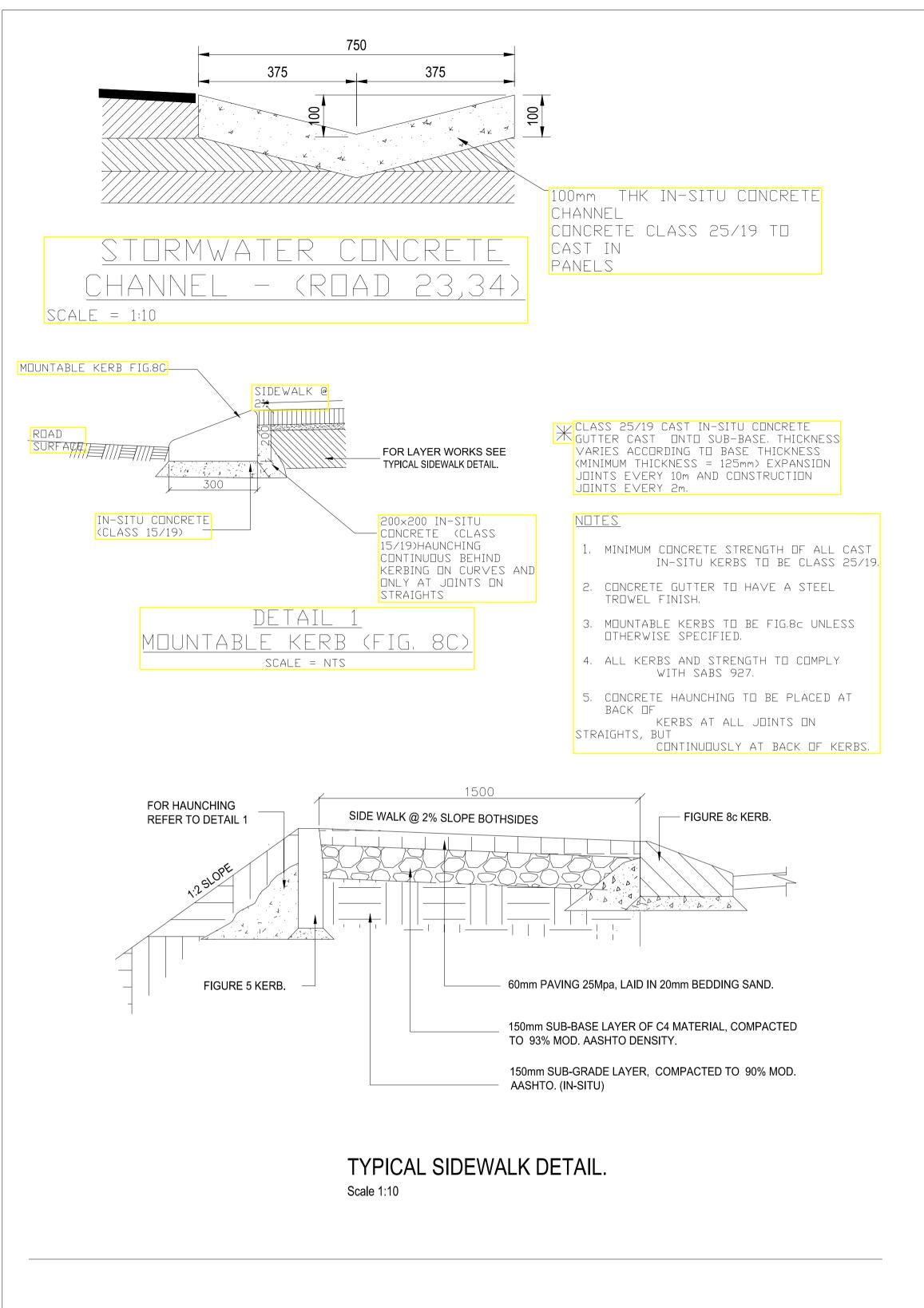
	- DESIGNED B	SZB RANGANA	NKHAD-	MAKHADO MUNICIPALITY		MONT CONSULTING ENGINEERS		DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW	ISSUED FOR TENDER	SHEET 01 OF 01
	- BESIGNES B	OZD W WOMMA	All CO	MANIADO MONICII ALITT	4 #	WONT CONSOLTING LINGINGERS		DEVELOPINENT OF ROADS AND STORINIWATER AT ISHIKOTA 104 NEW	ISSUED FOR TENDER (Full signature)	5221 01 01 01
	· _							CONTRACT NO : 67/2023		SCALE SCALE
	CHECKED BY	PXA NDLOVU		PRIVATE BAG X 2596		PO BOX 1249		CONTRACT NO., 07/2023	For: Makhado Municipality	NOT TO SCALE
	·			LOUIS TRICHARDT	_	FAUNA PARK		TITLE		PAPER SIZE
	_ DRAWN BY	TA MOSIA	ARABCIPALIY	0920		0/8/	MEMBER OF	CTANDADD DDAMING	For: Mont Consulting Engineers	<sup>20</sup> _/_/_ <b>Δ1</b>
	·			TEL: 015 - 519 3000	consulting engineers	S TEL: 015 - 291 4173	$\bigcirc \Box \Box \Box A$	STANDAKU UKAWING	DRAWING No.	REVISION
· · · · · · · · · · · · · · · · · · ·	- CHECKED BY	TE MUVHANGO	PEACE OFFICE	FAX: 015 - 516 1195	donibalcing origination (	FAX: 015 - 291 4218	CESA	TYPICAL TYPE 'A' KERB INLET DETAILS	MACNIT/DDC/TDCCC	NEVISION OO
No. DATE REVISION CONSULT. ENG.	DIR.		HARMONY PROST				Consulting Engineers South Africa		MONT/RDS/TPC09	00

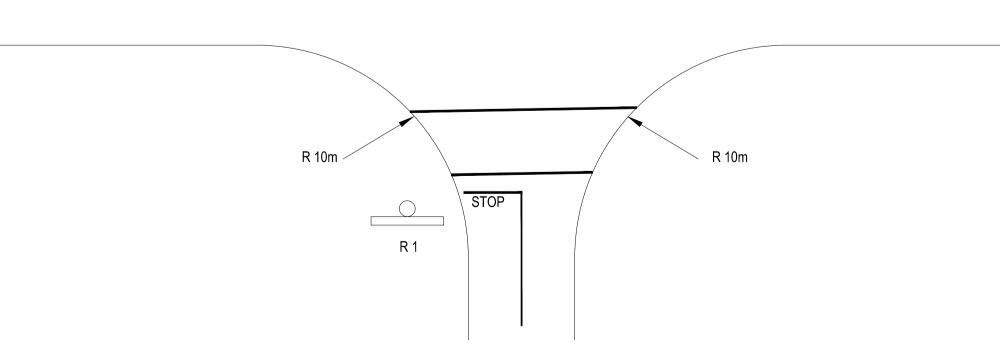












TYPICAL ROAD T-JUNCTION
Scale NTS

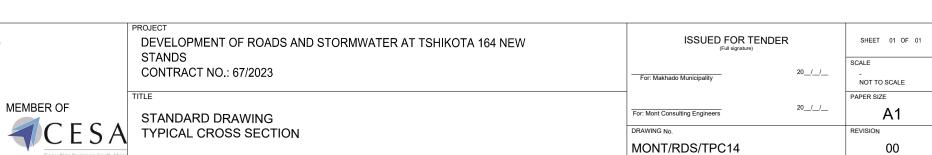


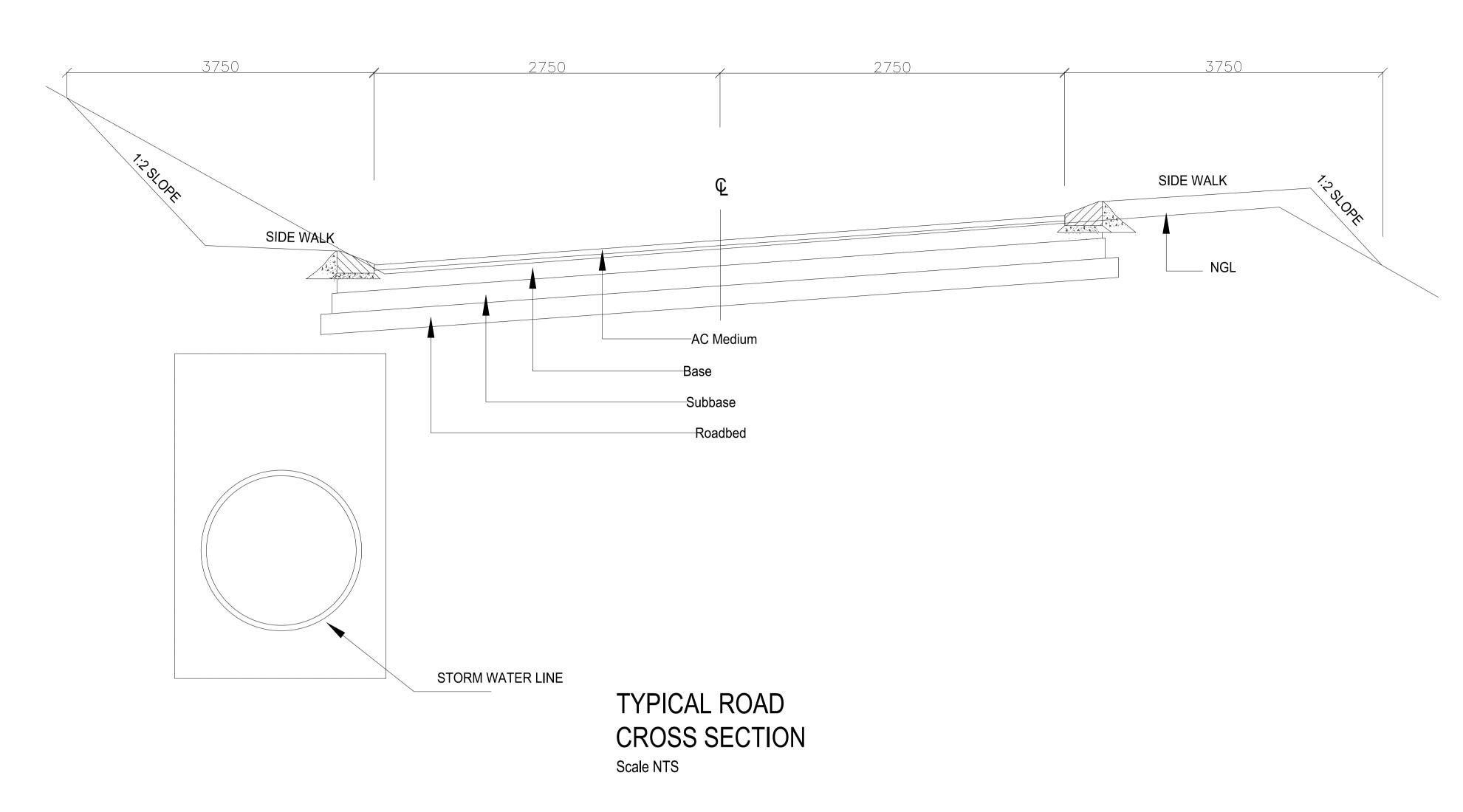


# MONT CONS PO BOX 1249 FAUNA PARK 0787 Consulting engineers TEL: 015 - 291 4173 FAX: 015 - 291 4218

MONT CONSULTING ENGINEERS

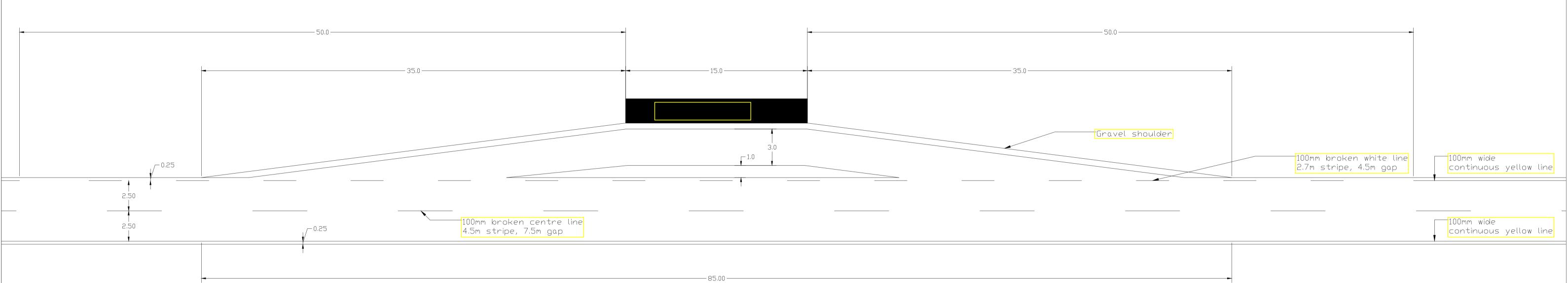
PO BOX 1249
FAUNA PARK
0787
ME





	MATERIA	AL REQUI	REMENTS -	- CEMENT	ED BASES	5			
LAYER NO.	DESCRIPTION	TRH 14 MATERIAL TYPE	SECTION OF SPECIFICATION	COMPACTION (% OF MOD AASHTO)	P:I. MAX	G.M. (MIN)	CBR:@ % MOD AASHTO (MIN)	UCS(kPa) @ % MOD AASHTO (MIN)	ITS(kPa) @ % MOD AASHTO (MIN)
1	30mm AC CONTINUOUSLY GRADED, MEDIUM GRADE ASPHALT SURFACING		4200		-	<b>=</b>			Œ
2	150mm CHEMICALLY STABILIZED BASE COURSE	C3	3400 / 3500	97%	MAX. 6	1.75		1500 @ 100%	250 @ 100%
3	150mm CHEMICALLY STABILIZED SUBBASE	C4	3400 / 3500	95%	MAX. 6	<b>=</b>		750 @ 100%	200 @ 100%
4	150mm ROADBED PREPARATION / TOP OF FILL	G8	3300	93%	-	=	10 @ 93%	-	

	MATERIAL REQUIREMENTS — GRANULAR BASE FOR MAIN STREETS									
LAYER NO.	DESCRIPTION	TRH 14 MATERIAL TYPE	SECTION OF SPECIFICATION	COMPACTION (% OF MOD AASHTO)	P:I. MAX	G.M. (MIN)	CBR ·@ % MOD AASHTO (MIN)	UCS(kPa) @ % MOD AASHTO (MIN)	ITS(kPa) @ % MOD AASHTO (MIN)	
1	30mm AC CONTINUOUSLY GRADED, MEDIUM GRADE ASPHALT SURFACING		4200	<b>—</b>	<b>—</b>				Table 1	
2	150mm GRANULAR BASE	G2	3400 / 3500	102%	MAX. 6	1.75	80 @ 98%	Œ	Œ	
3	150mm CHEMICALLY STABILIZED SUBBASE	C:4	3400 / 3500	95%	MAX. 6	1.75	==	750 @ 100%		



Typical layout of a bus stop Concrete or bitumen surface

-	-	-	-	-	
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No.	DATE	REVISION	CONSULT. ENG.	DIR.	



DRAWN BY

TA MOSIA

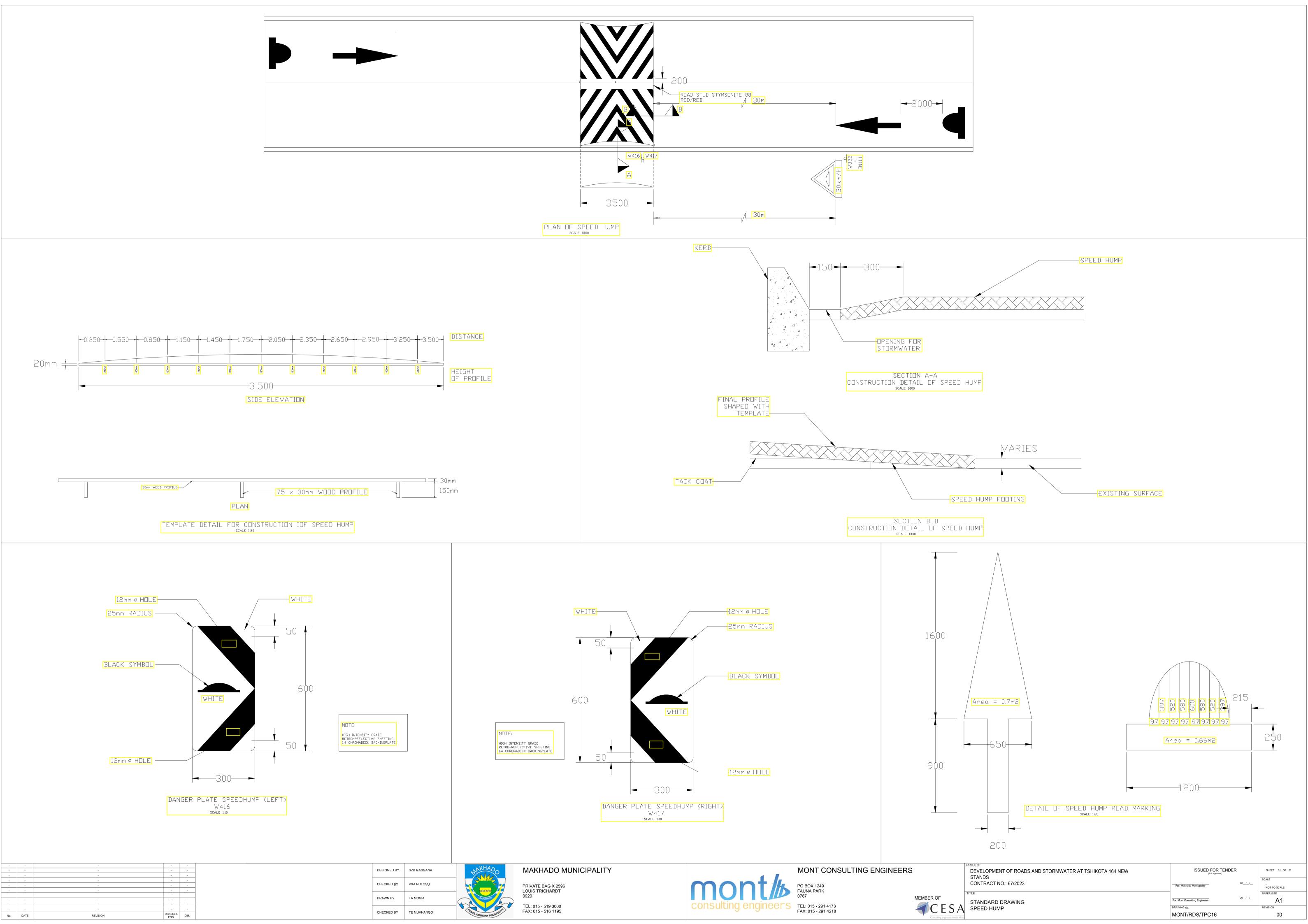
MAKHADO MUNICIPALITY PRIVATE BAG X 2596 LOUIS TRICHARDT 0920 TEL: 015 - 519 3000 FAX: 015 - 516 1195

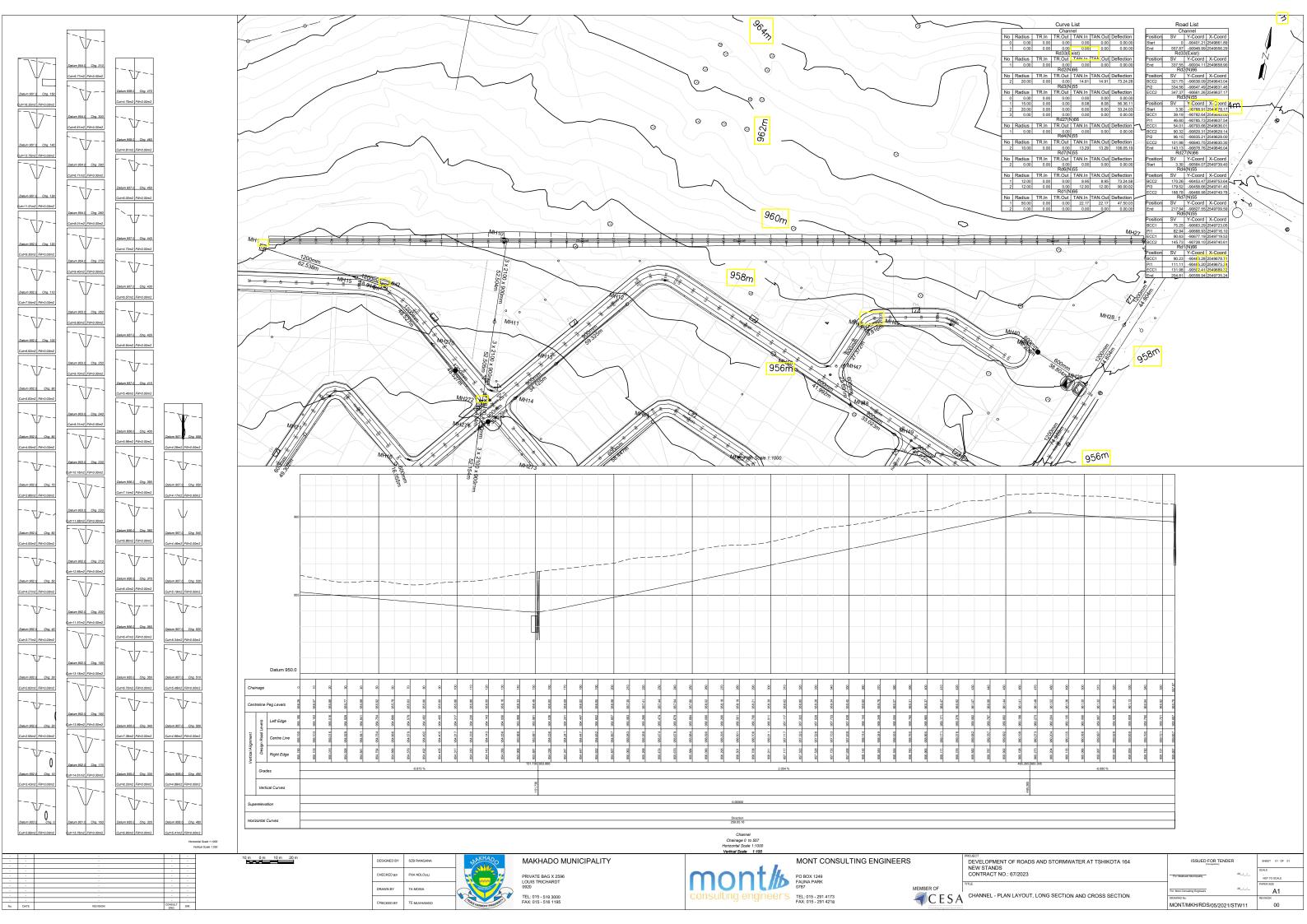


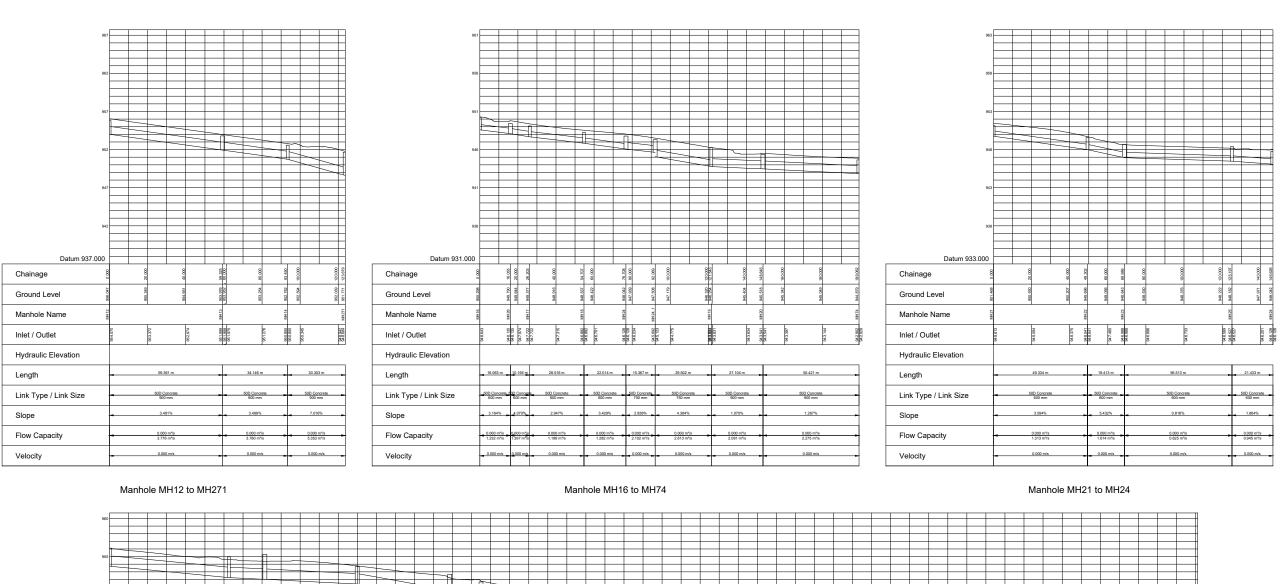
MONT CONSULTING ENGINEERS

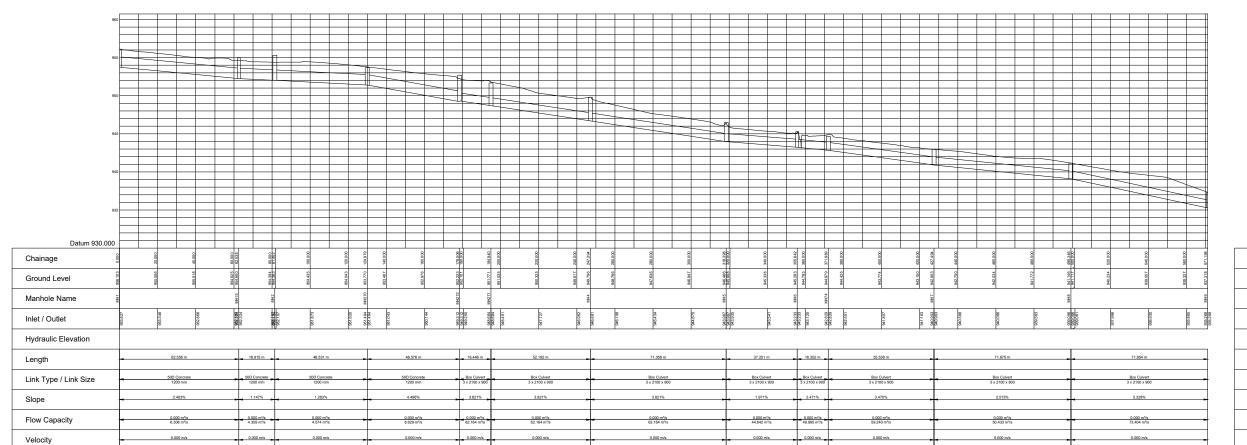
DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS CONTRACT NO.: 67/2023 STANDARD DRAWING
TYPICAL BUS STOP DETAILS FOR SURFACED ROADS

ISSUED FOR TENDER For: Mont Consulting Engineers MONT/RDS/TPC15









Datum 937.000

Chainage

Ground Level

Manhole Name

Inlet / Outlet

Hydraulic Elevation

Length

Link Type / Link Size

Box Culvert
3 x 2100 s500

Slope

- 0.000 m/s
- 72.210 m/s

Velocity

- 0.000 m/s
- 72.210 m/s
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Manhole MH1 to MH9

SCALES
Horizontal Scale: 1000
Vertical Scale :250

Manhole MH10 to MH272

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DESIGNED BY SZB RANGANA
CHECKED BY PXA NDLOVU

DRAWN BY TA MOSIA
CHECKED BY TE MUVHANGO

IA I

MAKHADO MUNICIPALITY

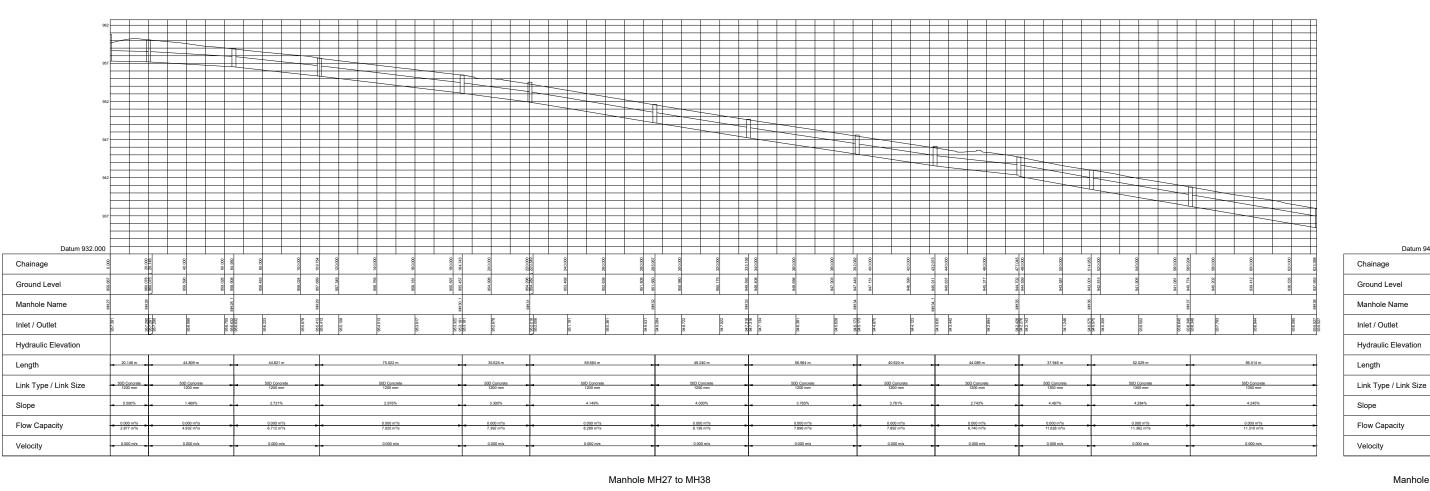
PRIVATE BAG X 2596
LOUIS TRICHARDT
0920



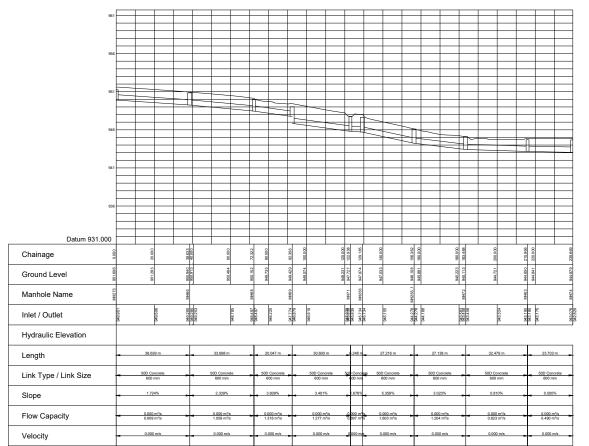
MONT CONSULTING ENGINEERS

PO BOX 1249
FAUNA PARK
0787
MEMBER OF

| PROJECT | DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER | STORMWATER AT TSHIKOTA 164 | ISSUED FOR TENDER |



Manhole MH40 to MH29



Datum 936.000 Chainage Ground Level Manhole Name Inlet / Outlet Hydraulic Elevation 58.488 m 25.694 m Link Type / Link Size 50D Concrete 600 mm Slope Flow Capacity 0.000 m³/s 1.259 m³/s Velocity

Datum 931.000 Chainage Ground Level Manhole Name Inlet / Outlet Hydraulic Elevation 27.342 m Length Link Type / Link Size 50D Concrete 600 mm 0.500% Slope Flow Capacity 0.000 m³/s 0.490 m³/s 0.000 m/s Velocity

Manhole MH273 to MH74

Manhole MH64 to MH66

Manhole MH75 to MH263

SCALES Horizontal Scale: 1000 Vertical Scale :250

MAKHADO MUNICIPALITY	
PRIVATE BAG X 2596 LOUIS TRICHARDT 0920	mo
TEL: 015 - 519 3000	consulting

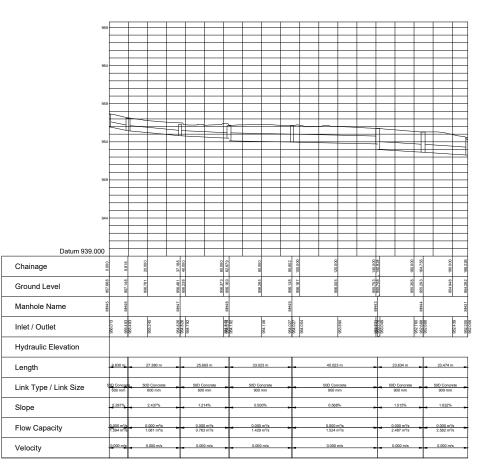


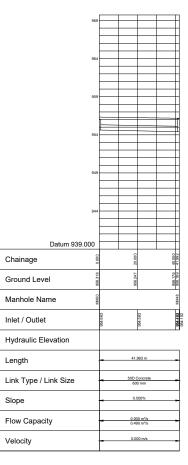
SHEET 01 OF 01 ISSUED FOR TENDER DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS CONTRACT NO.: 67/2023 A1 TCESA STORMWATER LONGSECTION - STORM LS2 MONT/MKH/RDS/05/2021/STW02

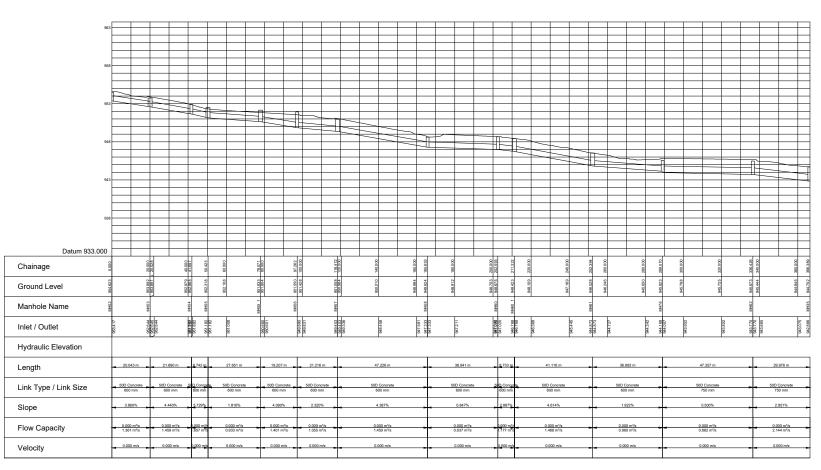
Datum 941.000

0.000 m³/s 1.355 m³/s

DRAWN BY TA MOSIA







Manhole MH45 to MH31

Manhole MH50 to MH48

SCALES Horizontal Scale: 1000 Manhole MH52 to MH35

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			-
			-
-	-	-	-
-	-		-

DRAWN BY TA MOSIA

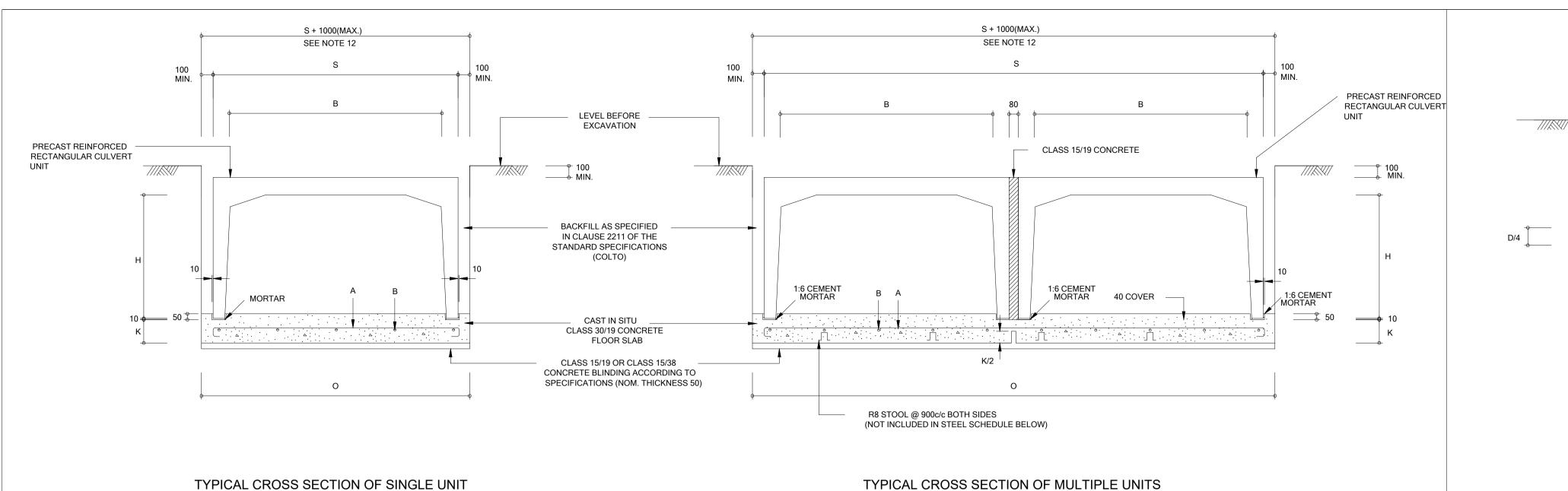
Vertical Scale :250 MAKHADO MUNICIPALITY PRIVATE BAG X 2596 LOUIS TRICHARDT 0920

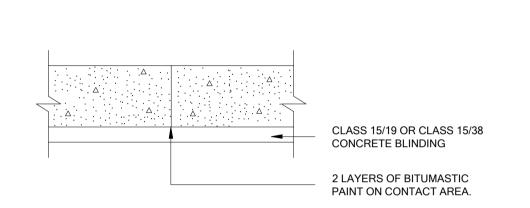


MONT CONSULTING ENGINEERS

PROJECT DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS CONTRACT NO.: 67/2023 ISSUED FOR TENDER MEMBER OF TO ESA STORMWATER LONGSECTION - STORM LS3 MONT/MKH/RDS/05/2021/STW03 SHEET 01 OF 01

A1





## DETAIL OF SHRINKAGE JOINTS IN FLOOR SLABS

(SEE NOTE 11)

## LOAD STATEMENT

- 1. ALL PORTAL CULVERTS SHALL BE 150S-LOAD CLASS ACCORDING TO
- SABS 986 AND THE REQUIREMENTS OF TMH7 AND COLTO.

2. MINIMUM AND MAXIMUM FILL ARE LIMITED (SEE NOTES 8 & 9)

# NOTES (BOX CULVERTS):

- CLASS OF CONCRETE TO BE USED AS SHOWN.
- STEEL REINFORCING TO CONFORM TO SABS 920 TYPE C, CLASS 2, GRADE 1
- CONCRETE COVER TO REINFORCING SHALL BE 40mm MIN.
- DESIGN MASS OF FILL IS 2000 kg/m.3

1200mm

- LOAD FACTOR FOR PROOF LOAD OF SABS 986 = 1,5.
- WORKING STRESS OF HIGH TENSILE (Y) REINFORCING = 210 MPa.
- PRECAST REINFORCED CULVERTS SHALL COMPLY WITH THE REQUIREMENTS OF
- SABS 986 & ADDITIONAL TEST LOADING AS SPECIFIED.
- DIMENSIONS AND REINFORCING DETAILS FOR IN SITU FLOOR SLABS ARE ONLY

VALID IF:

3,0m

(a) THE HEIGHT OF FILL ABOVE THE CULVERT IS LESS THAN SPECIFIED BELOW: **DIMENSION B** HEIGHT OF FILL 600mm 900mm 4,0m

2,5m 1500mm

- (b) THE TYPE OF MATERIAL UNDER THE FLOOR SLAB IS NOT ROCK. THE FILL HEIGHT OVER CULVERT UNITS SHALL BE 300mm MIN. WHERE THIS CONNOT BE ACHIEVED, A 100mm REINFORCED CONCRETE SLAB (DETAIL AS SPECIFIED BY THE ENGINEER) SHALL BE CAST OVER THE CULVERT UNITS.
- 10. THE DIMENSIONS IN THE TABLE MAY NOT CONFORM TO ALL MARKETED UNITS.

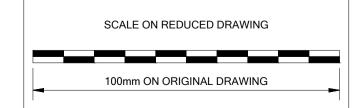
IT MAY BECOME NECESSARY TO REVISE TABULATED DIMENSIONS.

- MAXIMUM SPACING OF SHRINKAGE JOINTS IN FLOOR SLABS IS 5m.
- 12. THIS WIDTH MAY VARY, DEPENDING ON THE TYPE OF BACKFILL.
- 13. FOR THE LOCATION, SIZE AND CLASS OF BOX CULVERTS, SEE LAYOUT PLANS AND LONG SECTIONS AND DRAINAGE SCHEDULES.
- WATERPROOFING OF PREFABRICATED CULVERT JOINTS SHALL BE WITH 450mm WIDE STRIPS OF BITUTHENE 3000 OR SIMILAR APPROVED BITUMEN IMPREGNATED

## \*\* SEE NOTE 10

DIMENSIONS					REINFORCING *					
В	Н	S **	0 **	К	BAR A	L	CUT LENGTH	BENDING	BAR B	BENDING
1x1200	900	1420	1630	175	Y12-160	1550	1750	<b>T</b>	8Y10-200	<b>T</b>
1x1200	900	1420	1630	175	Y12-160	1550	1750	SC	8Y10-200	MITH 811 000
								L PLACE HOOK AT ALTERNATIVE ENDS		
								L PLACE HOOK AT ALTERNATIVE EN		LENGTH VARIES CULVERT LENG MAX. LENGTH 1
								PLA ALT		LE C
								👱		

THE HIGH TENSILE STEEL REINFORCING MAY BE REPLACED WITH MILD STEEL WITH THE APPROVAL OF THE ENGINEER AS FOLLOWS: Y10 REPLACED BY R12 AT SAME SPACING Y12 REPLACED BY R16 AT SAME SPACING



REVISION

# TYPICAL DETAIL OF CAST IN SITU CONCRETE FLOOR SLABS FOR

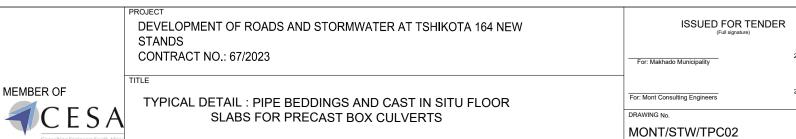
PRECAST BOX CULVERTS











NOTES (PIPE CULVERTS):

- LOADING OF PIPE CULVERTS SHALL BE ACCORDING TO SABS 0102 AND THE GAUTRANS CODE OF PROCEDURE FOR STRUCTURES UP TO DATE.
- 2. REINFORCED CONCRETE PIPES SHALL COMPLY WITH THE SPECIFICATIONS OF SABS 677.

SEE TABLE

0,6D

D + 1000

CLASS B BEDDING (IN SOIL)

FINAL FILL

BEDDING AS SPECIFIED

1,5D

**EMBANKMENT METHOD** 

(ONLY WITH APPROVAL OF ENGINEER)

- 3. FOR PIPE CULVERTS CONSTRUCTED ACCORDING TO THE TRENCH METHOD, THE TRENCH SHALL NOT BE EX-CAVATED BEFORE THE FILL HAS REACHED A LEVEL WHERE THE MINIMUM COVER HAS BEEN OBTAINED AS SHOWN IN THE TABLE.
- 4. BACKFILL ALONGSIDE AND ABOVE PIPE CULVERTS SHALL BE CONSTRUCTED ACCORDING TO CLAUSE 2211 OF THE STANDARD SPECIFICATIONS (COLTO).
- 5. WHERE TWO OR MORE PIPE CULVERTS ARE PLACED ALONGSIDE EACH OTHER, THE MINIMUM SPACING BETWEEN ADJACENT PIPES SHALL BE THE MAXIMUM OF 300mm OR D/2.
- FOR THE LOCATION, SIZE AND CLASS OF PIPE CULVERTS, SEE LAYOUT PLANS AND LONG SECTION AND DRAINAGE SCHEDULES.

		TABLE											
		MINIMUN	AND MA	KIMUM CO	VER IN FIN	IAL ROAD	PROFILE						
DIA	MINAL METER (D)	COVER (mm)	CLASS 50D PIPE CLASS B BEDDING	CLASS 50D PIPE CLASS A BEDDING	CLASS 75D PIPE CLASS B BEDDING	CLASS 75D PIPE CLASS A BEDDING	CLASS 100D PIPE CLASS B BEDDING	CLASS 100I PIPE CLASS A BEDDING					
	600	MIN	_	_	300	200	300	200					
	000	MAX	_	_	3500	4700	5800	7900					
	750	MIN	_	_	300	200	300	200					
	750	MAX	_	_	3500	4800	5900	8000					
	000	MIN	300	200	300	200	300	200					
	900	MAX	2200	3000	3700	5000	5900	8000					
	1050	MIN	300	200	300	200	300	200					
	1050	MAX	2200	3000	3700	5000	6000	8100					
	1200	MIN	300	200	300	200	300	200					
	1200	MAX	2300	3100	3800	5100	6000	8100					
	1500	MIN	300	200	300	200	300	200					
	1500	MAX	2300	3100	3800	5100	6000	8100					

## TYPICAL DETAIL OF PIPE BEDDINGS

FILL LEVEL BEFORE EXCAVATION (SEE NOTE 3)

BACKFILL PLACED IN LAYERS OF 150mm (MAX.)

COMPACTED FINE GRANULAR MATERIAL

SANDY MATERIAL

FILL LEVEL BEFORE

(SEE NOTE 3)

CLASS 15/38 CONCRETE

BACKFILL PLACED IN

LAYERS OF 150mm (MAX.)

**EXCAVATION OF TRENCH** 

BACKFILL PLACED

IN LAYERS OF 150mm (MAX.) ///&\\/

SEE TABLE

0,6D

D + 1000

CLASS B BEDDING (IN ROCK)

SEE TABLE

D + 1000

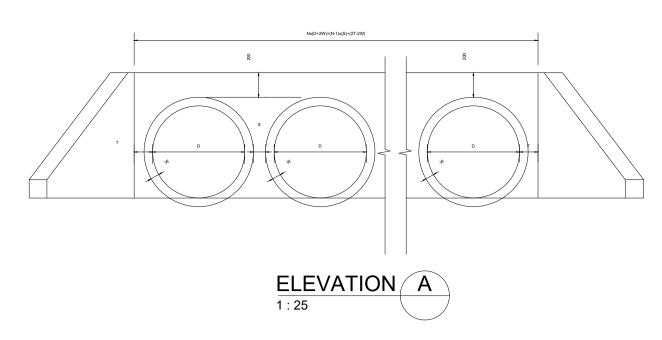
CLASS A BEDDING (CONCRETE)

SHEET 01 OF 01

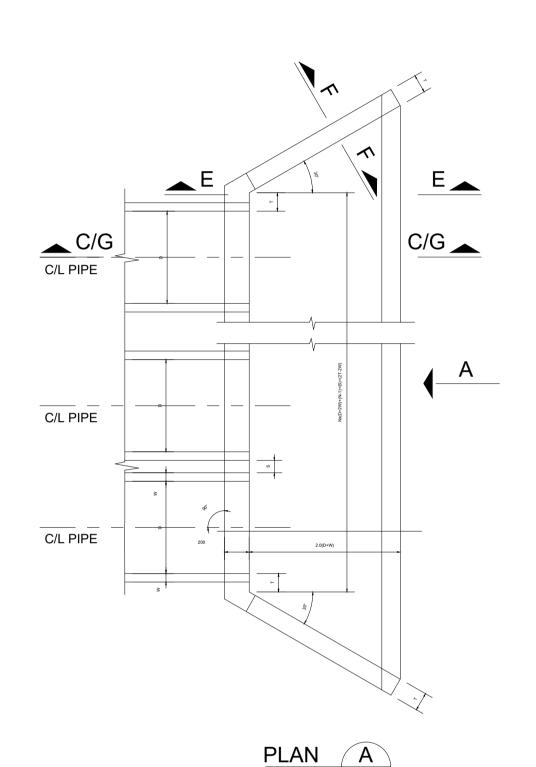
NOT TO SCALE

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1. SPACING (S) BETWEEN PIPES TO BE 100mm ONLY IF SOILCRETE BACKFILLING IS USED. 2. N = NUMBER OF PIPES.



## MULTIPLE PIPE CULVERT

1:25

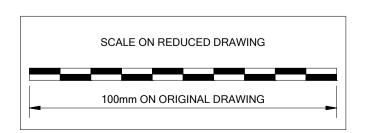
1. SPACING (S) BETWEEN PIPES TO BE 100mm ONLY IF SOILCRETE BACKFILLING IS USED. 2. N = NUMBER OF PIPES. 3. EROSION PROTECTION AND ENERGY BREAKING BLOCKS FOR MULTIPLE PIPE CULVERT SIMILAR TO SINGLE PIPE CULVERT.

INSIDE DIA.	Т	S
PIPE (D)	(mm)	(mm)
450	150	300
600	150	300
750	150	375
900	175	450
1050	200	500

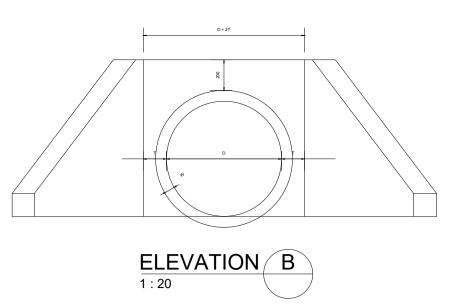
200

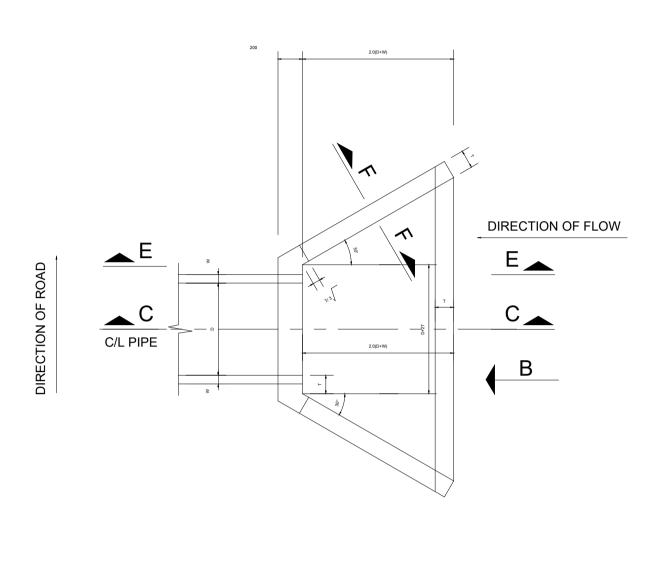
500

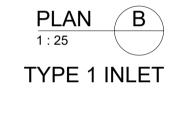
1200

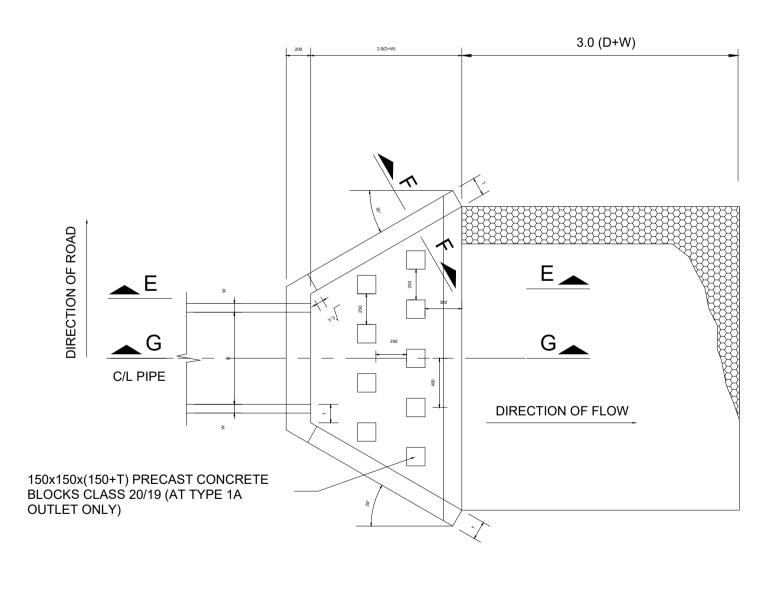


REVISION





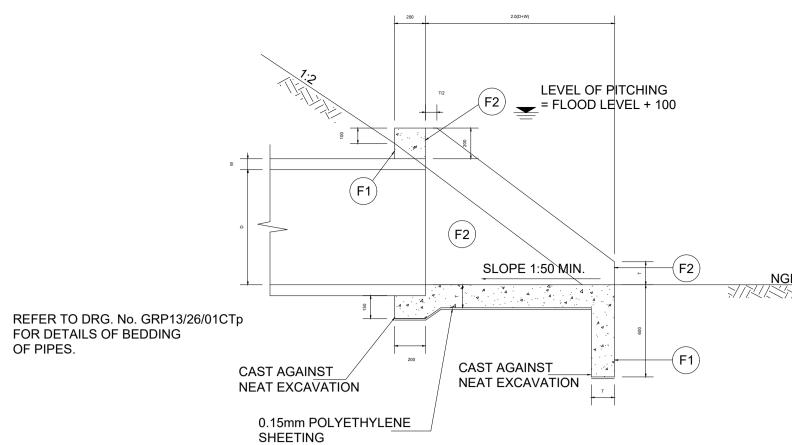


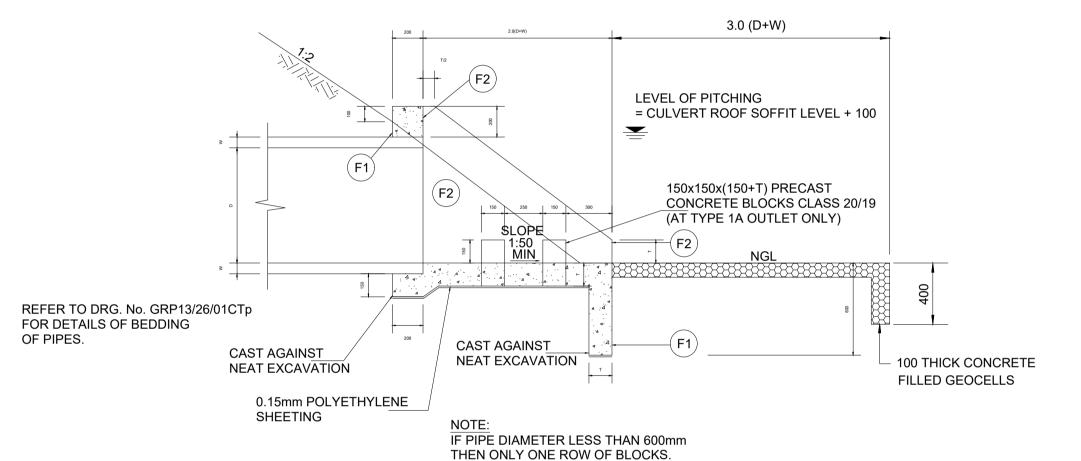


IF PIPE DIAMETER LESS THAN 600mm THEN ONLY ONE ROW OF BLOCKS.

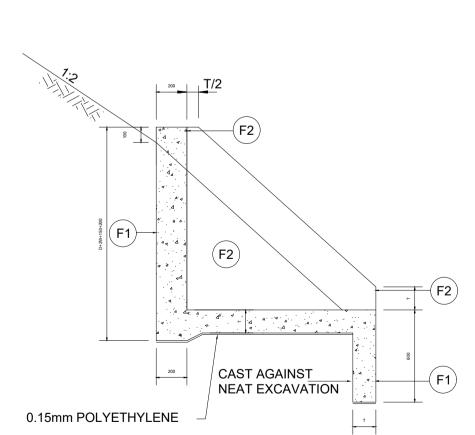
PLAN B

TYPE 1 AND TYPE 1A OUTLET





SECTION G (OUTLET)



SECTION SEC SCALE

## FOR REINFORCING DETAILS REFER TO DRAWING No. MONT/STW/TPC/05 AND MONT/STW/TPC/06

1:20

CONCRETE

CLASS 20/19

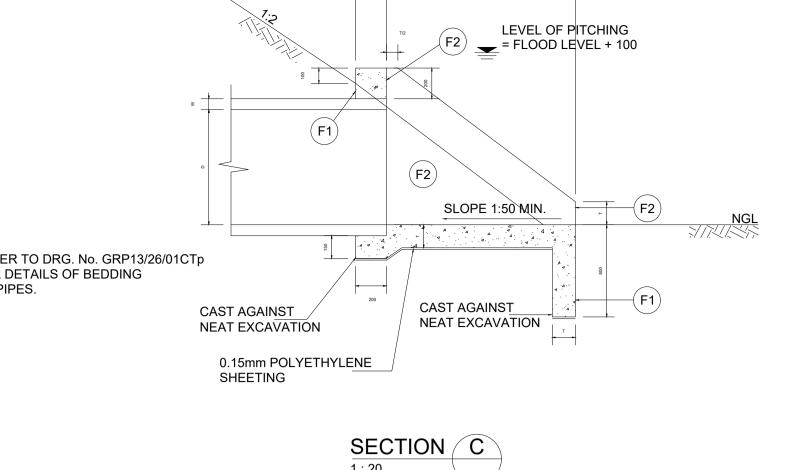
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SECTION F

SHEETING

0.15mm POLYETHYLENE

MAKHADO MUNICIPALITY MONT CONSULTING ENGINEERS DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW ISSUED FOR TENDER DESIGNED BY SZB RANGANA SHEET 01 OF 01 CONTRACT NO.: 67/2023 CHECKED BY PXA NDLOVU PRIVATE BAG X 2596 For: Makhado Municipality NOT TO SCALE LOUIS TRICHARDT FAUNA PARK MEMBER OF DRAWN BY TA MOSIA For: Mont Consulting Engineers Α1 TYPICAL DETAIL : PIPE CULVERTS 90° TO ROAD (450 TO 1200 TEL: 015 - 519 3000 CONSUITING ENGINEERS TEL: 015 - 291 4173 DIA. PIPES) CONCRETE DETAILS FAX: 015 - 291 4218 FAX: 015 - 516 1195 CHECKED BY TE MUVHANGO MONT/STW/TPC03 00



1:20 (INLET)

INDICATED ON DRAINAGE SCHEDULE > 2m

NOTES:

CONSTRUCTION

WINGWALLS

CHAMFERED 25 x 25

FLOOR SLAB & FOOTINGS

EXPOSED SURFACES

3. CONCRETE FINISH: CONCEALED SURFACES = F1

FOOTINGS AND INLET SLAB

4. POLYETHYLENE SHEET 0.15mm THICK

SHALL BE PLACED UNDER ALL WINGWALL

FOR ROAD AND BRIDGE WORKS FOR STAT ROAD AUTHORITIES AS AMENDED TO DATE

PASSES THROUGH A POINT 100mm BELOW

SURROUNDING A CULVERT INLET OR OUT

5. THIS DRAWING TO BE READ IN CONJUNCT WITH THE COLTO STANDARD SPECIFICATION

6. THE UPPER LEVEL OF THE FILL ALWAYS

7. THE MAXIMUM SLOPE OF EARTHWORKS

1. INLET/OUTLET CONCRETE SLABS AND

CHARACTERISTIC STRENGTH 20 MPa YOUNG'S MODULUS 28 000 MPa

450 MPa

450 MPa

THE TOP OF THE HEAD WALL

SHALL BE 1:2

MATERIAL SPECIFICATION:

YIELD STRENGTH TYPE:

WELDED STEEL FABRIC

3. REINFORCEMENT DETAILS:

b) FOR 1050 & 1200 DIA.

PART 3 AS AMENDED 1989

**DESIGN METHOD:** 

FOR APPROVAL.

FOUNDING MATERIAL:

MILD STEEL BARS

WINGWALLS - CLASS 20/19

2. REINFORCEMENT (SABS 920 - 1985

HIGH TENSILE STEEL BARS

a) FOR 450, 600, 750 & 900 DIA.

SEE DRG. No. MONT/STW/TPC05

SEE DRG. No. MONT/STW/TPC/06

1. LIMIT STATE DESIGN ACCORDING TO TMH?

DESIGNED FOR LOADING SPECIFIED IN TM

"CODE OF PRACTICE FOR THE DESIGN OF HIGHWAY BRIDGES AND CULVERTS IN S.A.

THE CONTRACTOR MUST SUBMIT WORKIN

3. TYPE OF REINFORCEMENT AND SPACING

DRAWINGS AND BENDING SCHEDULES

1. MAX. CALCULATED GROUND PRESSURE -

1. SEE DRAINAGE SCHEDULE FOR FLOOD LE

1. TO BE PROVIDED WHERE OUTLET VELOCIT

OUTLET TYPE AND HYDRAULIC DATA

2. FOUNDING LEVEL TO BE APPROVED BY THE PROJECT MANAGER.

**HYDRAULIC INFORMATION:** 

FOR EACH CULVERT.

**EROSION PROTECTION:** 

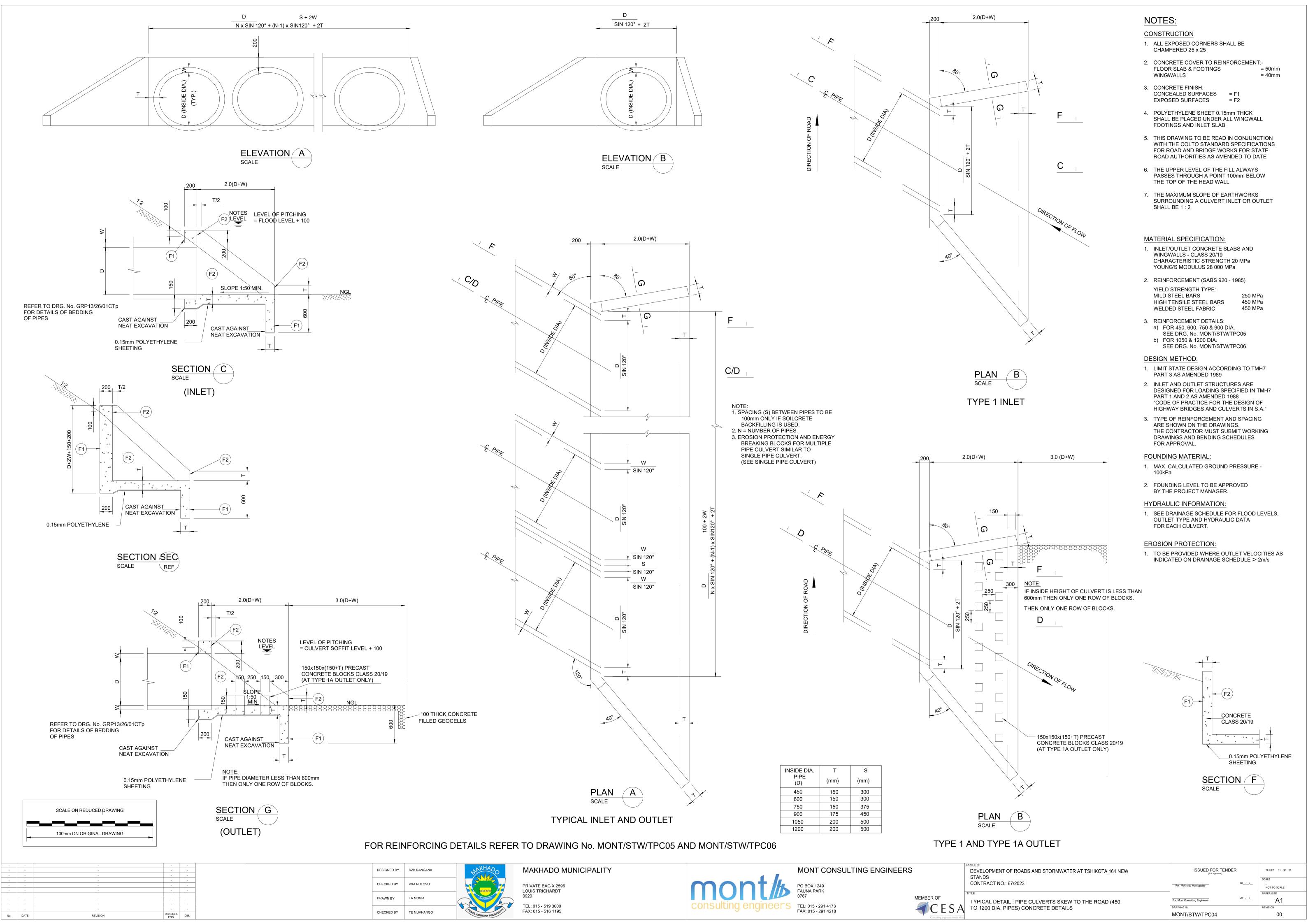
2. INLET AND OUTLET STRUCTURES ARE

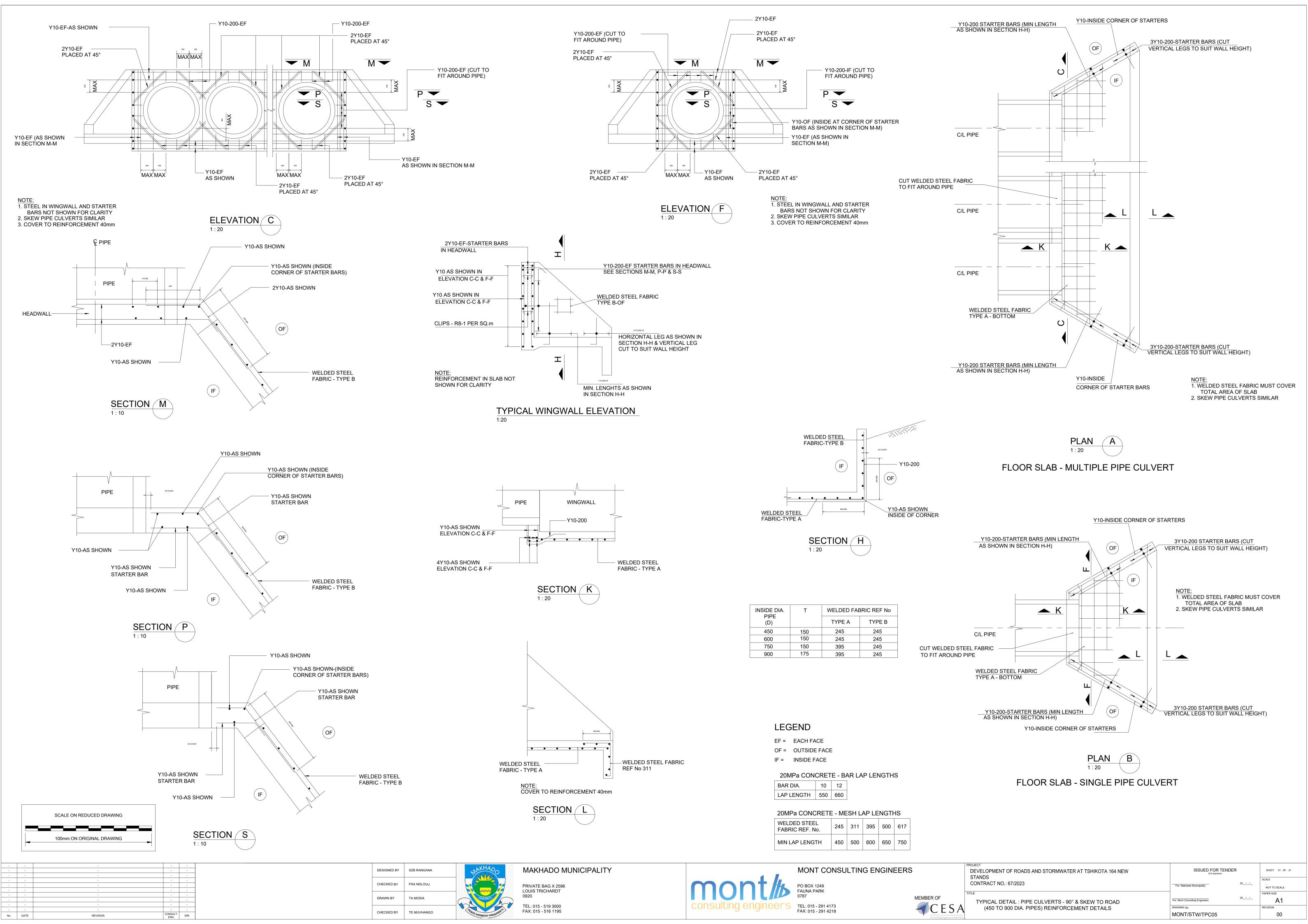
PART 1 AND 2 AS AMENDED 1988

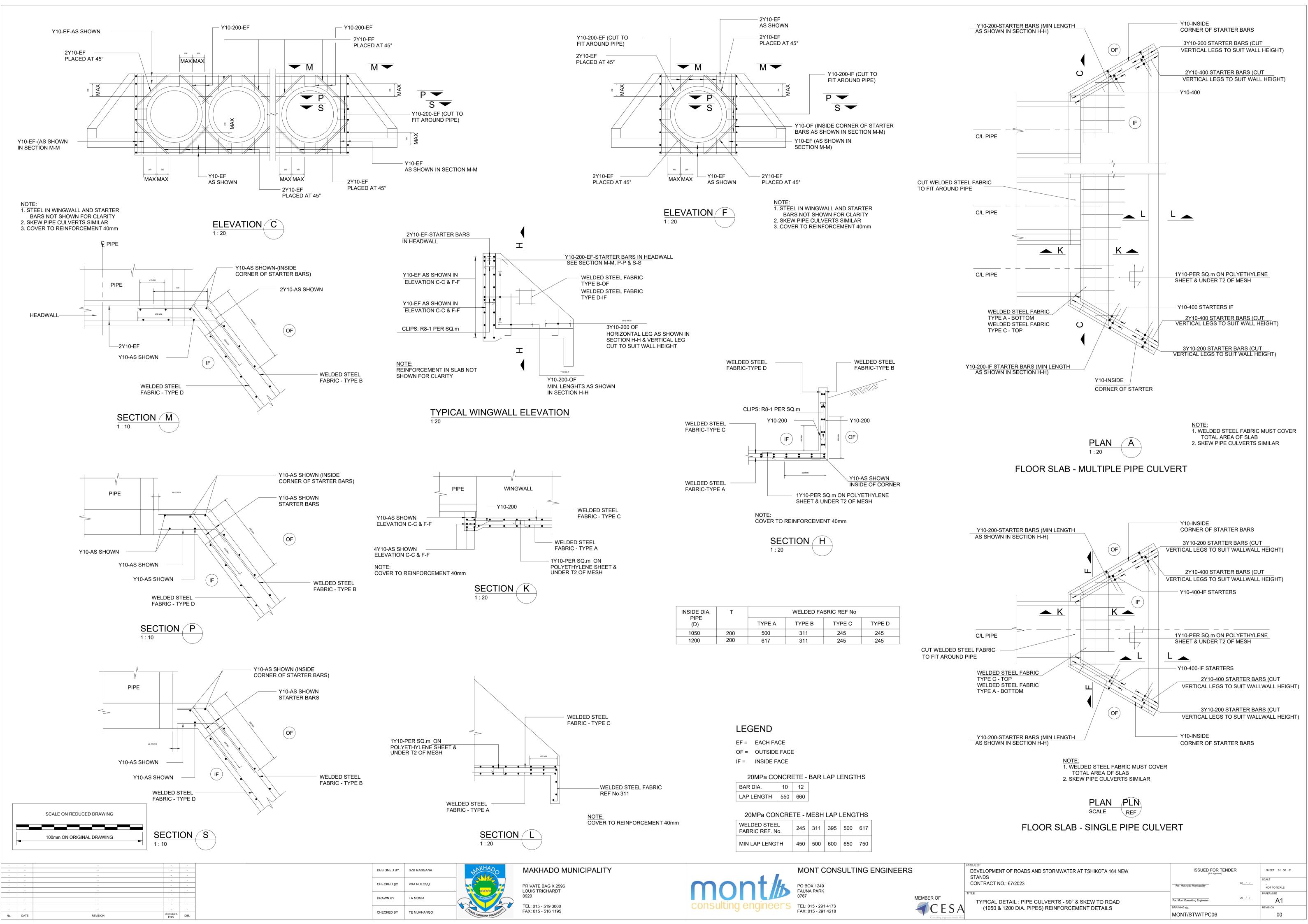
ARE SHOWN ON THE DRAWINGS.

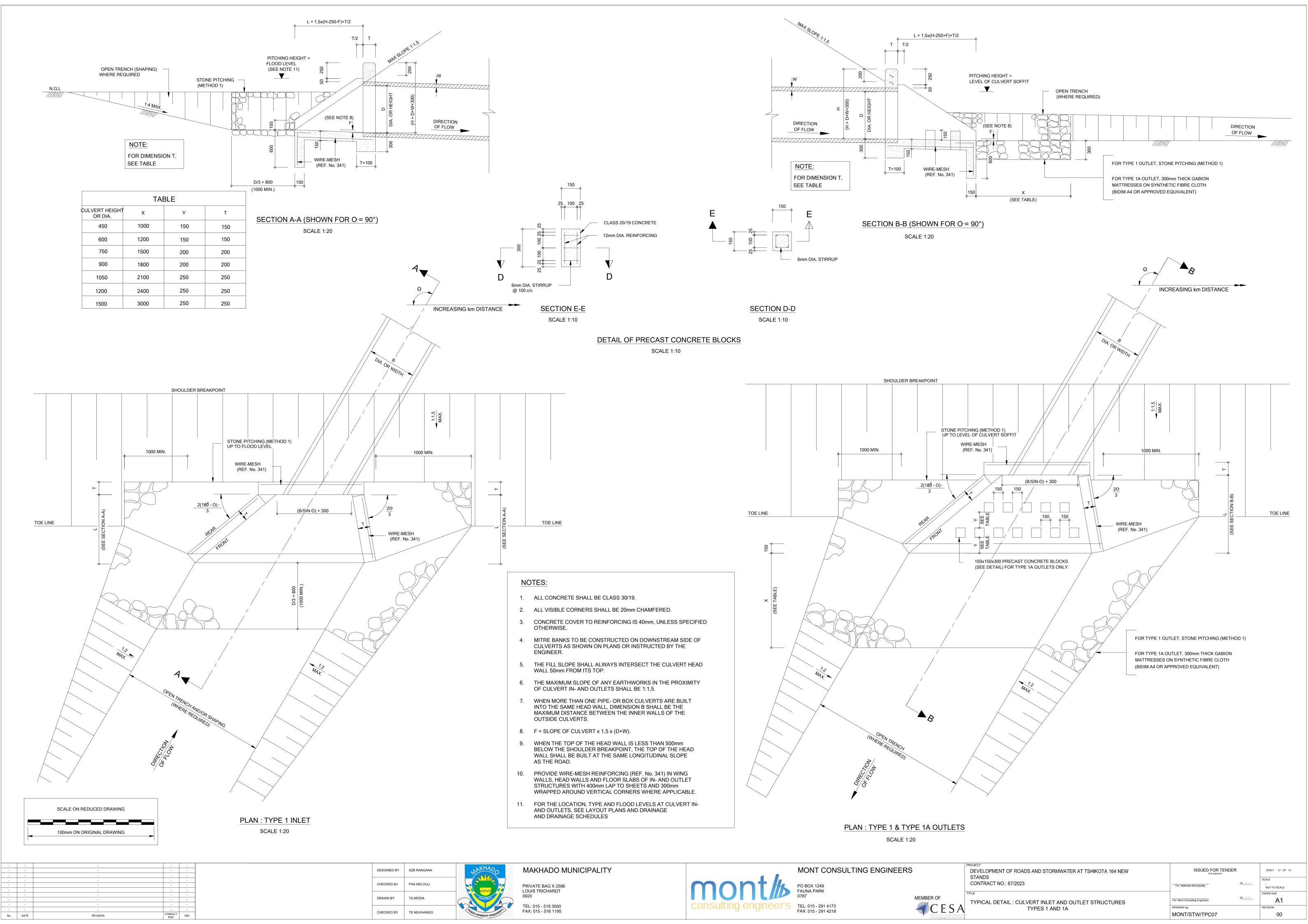
1. ALL EXPOSED CORNERS SHALL BE

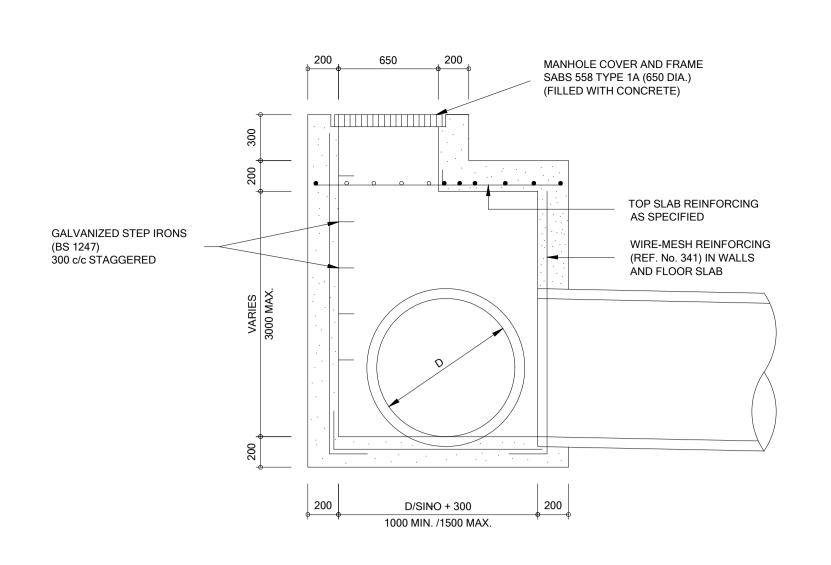
2. CONCRETE COVER TO REINFORCEMENT:-









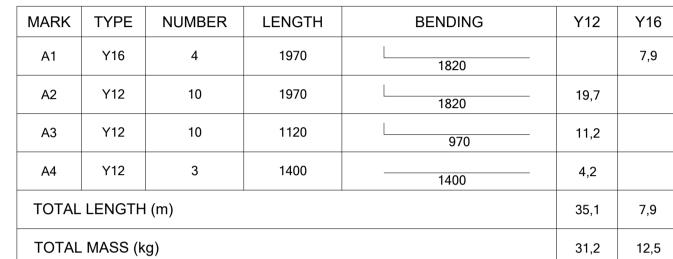


## ALL CAST IN SITU CONCRETE SHALL BE CLASS 30/19.

NOTES (MANHOLES):

- MINIMUM COVER TO REINFORCING SHALL BE 40mm. ALL VISIBLE CORNERS SHALL BE 20mm CHAMFERED.
- MANHOLE IS DESIGNED FOR A 80kN WHEEL LOAD WITH 25% ALLOWABLE OVERSTRESS.
- REINFORCING AS SHOWN IN BENDING SCHEDULE IS FOR A MANHOLE WITH MAXIMUM DIMENSIONS. NUMBER AND LENGTH OF BARS SHALL BE REDUCED TO SUIT SMALLER STRUCTURES.
- WIRE-MESH REINFORCING IN WALLS AND FLOOR SLABS SHALL HAVE 400mm LAP TO SHEETS AND 300mm WRAPPED AROUND VERTICAL CORNERS.
- MANHOLES WITH LARGER DIMENSIONS SHALL BE CON-STRUCTED ACCORDING TO THE DETAIL ON MANHOLES AND CATCHPITS FOR LARGE PIPE AND BOX CULVERTS
- FOR THE LOCATION OF STORMWATER MANHOLES, SEE LAYOUT PLANS AND LONG SECTIONS.

## SECTION X-X

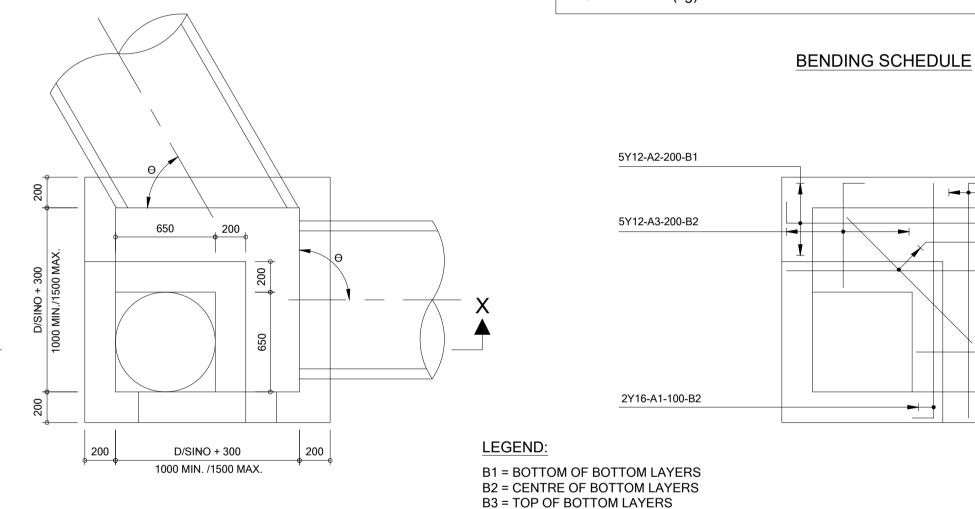


5Y12-A2-200-B2

3Y12-A4-100-B3

2Y16-A1-100-B1

5Y12-A3-200-B1



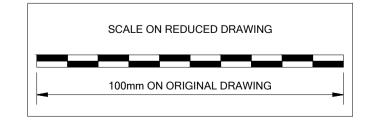
## TYPICAL DETAIL OF STORMWATER MANHOLE

SCALE 1:20

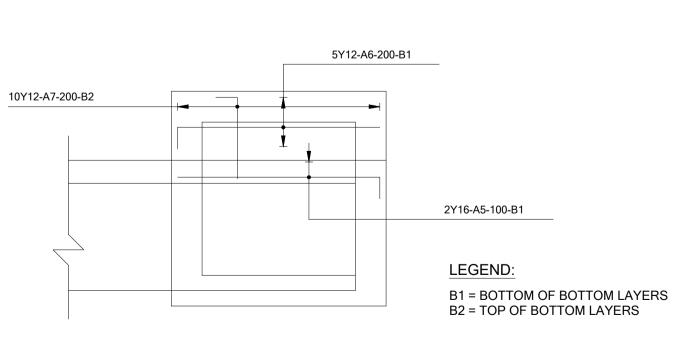
MARK	TYPE	NUMBER	LENGTH	BENDING	Y12	Y16
A5	Y16	2	1970	1820		3,9
A6	Y12	5	1970	1820	9,9	
A7	Y12	10	1270	1120	12,7	
TOTAL	LENGTH	(m)			22,6	3,9
TOTAL	20,1	6,2				

PLAN

## BENDING SCHEDULE



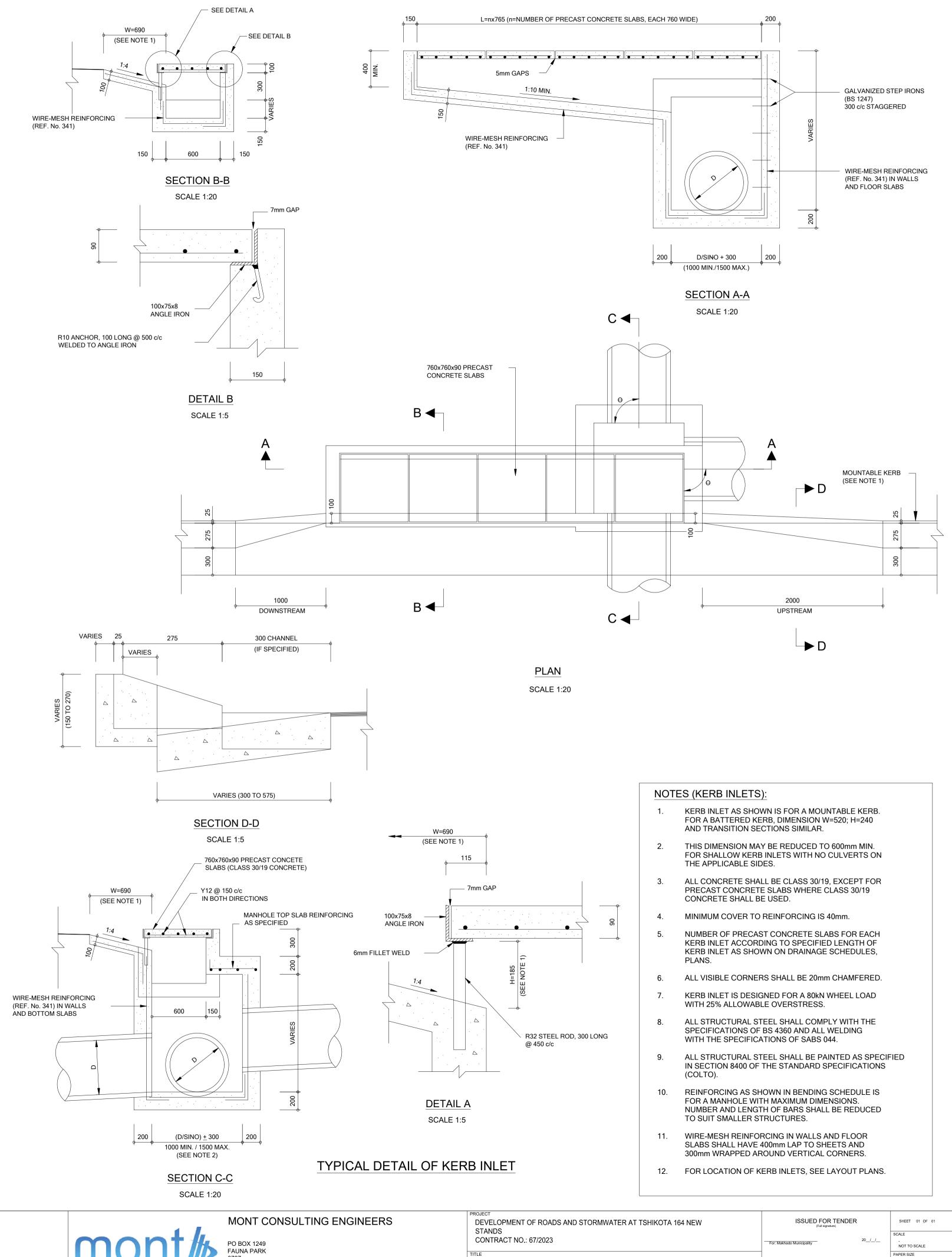
REVISION



REINFORCING (TOP SLAB)

REINFORCING (MANHOLE TOP SLAB)

SCALE 1:20



DESIGNED BY SZB RANGANA CHECKED BY PXA NDLOVU DRAWN BY TA MOSIA

MAKHADO MUNICIPALITY PRIVATE BAG X 2596 LOUIS TRICHARDT TEL: 015 - 519 3000 FAX: 015 - 516 1195

CONSUITING ENGINEERS TEL: 015 - 291 4173 FAX: 015 - 291 4218

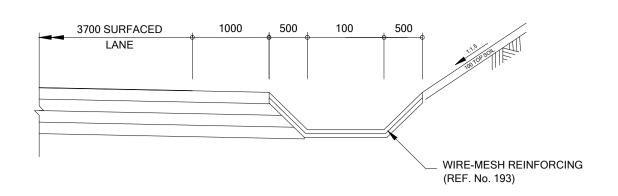
MEMBER OF

TYPICAL DETAIL: MANHOLES AND KERB INLETS

MONT/STW/TPC08

Α1

CHECKED BY TE MUVHANGO

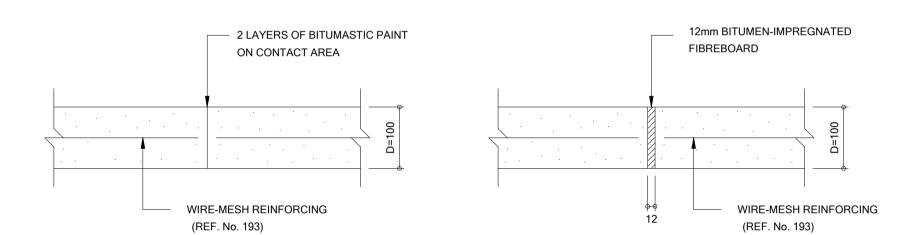


## DETAIL OF CONCRETE SIDE DRAIN

SCALE 1:40

## NOTES (SIDE DRAINS):

- 1. ALL CONCRETE SHALL BE CLASS 30/19.
- 2. SHRINKAGE JOINTS SHALL BE PROVIDED EVERY 2m AND EXPANSION JOINTS EVERY 20m.



## SHRINKAGE JOINT

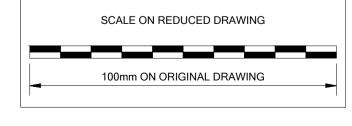
## **EXPANSION JOINT**

**DETAIL OF JOINTS** 

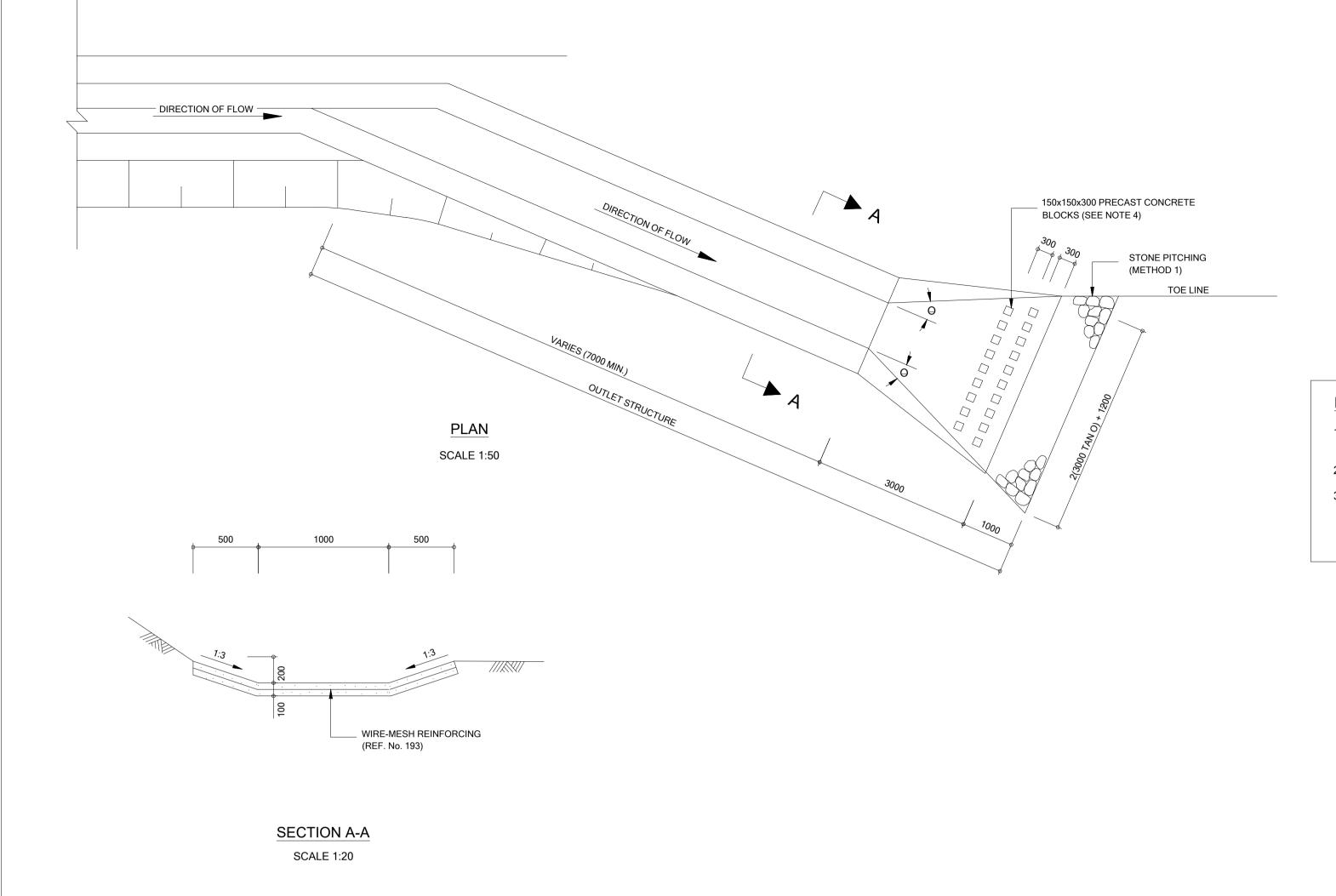
SCALE 1:5

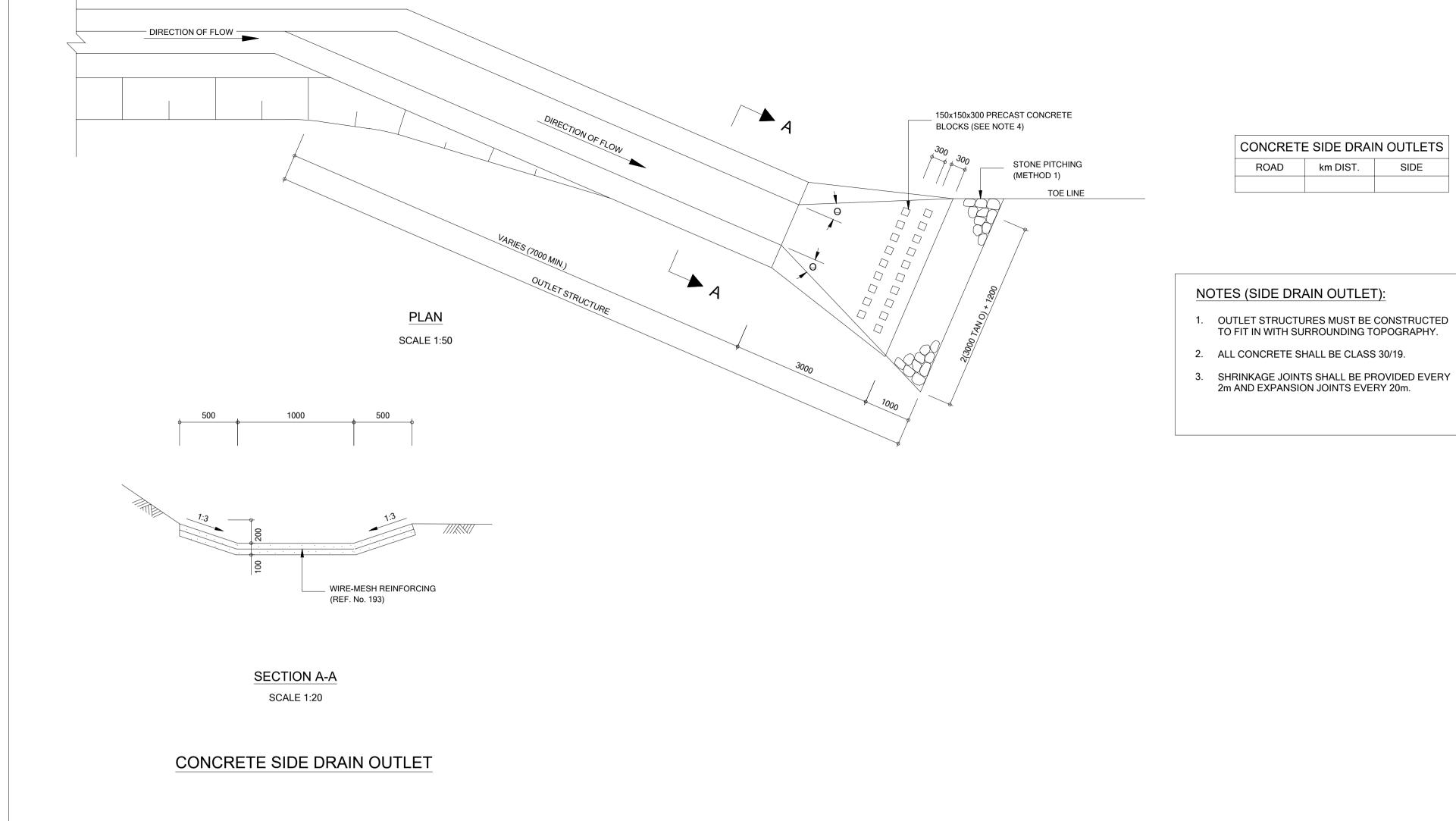
CONCRETE SIDE DRAINS										
DOAD	LE	FT	RIC	WIDTH						
ROAD	FROM	ТО	FROM	ТО						

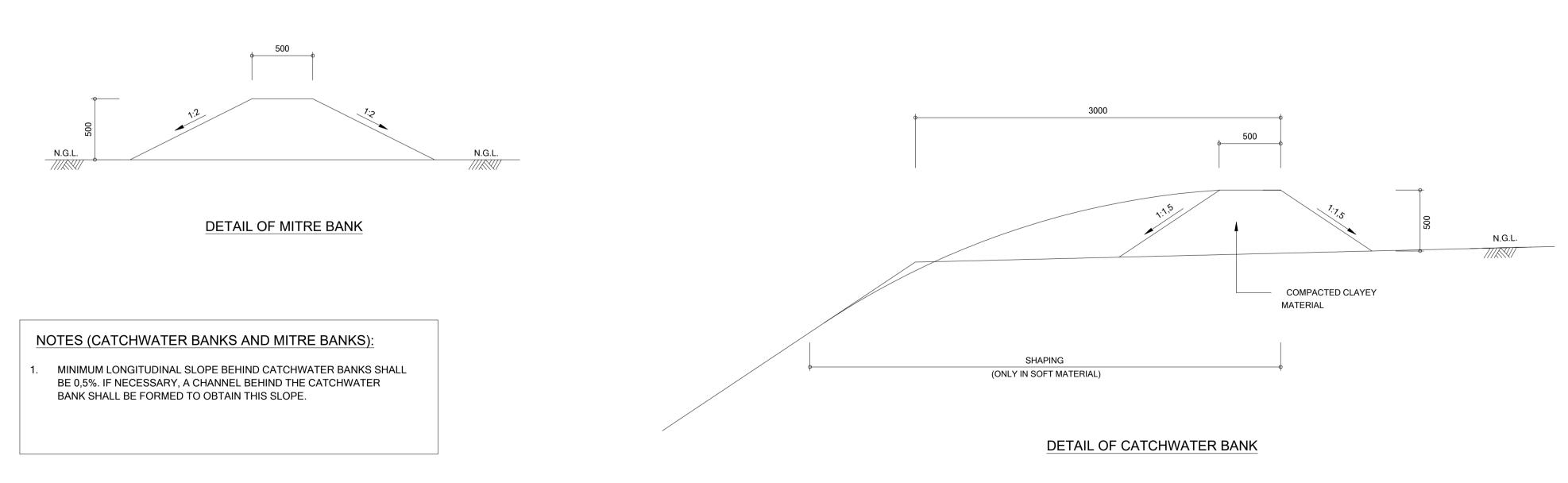
CONCRETE SIDE DRAINS



REVISION







## CATCHWATER BANKS AND MITRE BANKS SCALE 1:20

MAKHADO MUNICIPALITY

PRIVATE BAG X 2596 LOUIS TRICHARDT TEL: 015 - 519 3000 FAX: 015 - 516 1195



MONT CONSULTING ENGINEERS

MEMBER OF

DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW ISSUED FOR TENDER CONTRACT NO.: 67/2023 TYPICAL DETAIL: CONCRETE SIDE AND MEDIAN DRAINS, For: Mont Consulting Engineers CONCRETE SIDE DRAIN OUTLETS, CATCHWATER BANKS AND MITRE BANKS

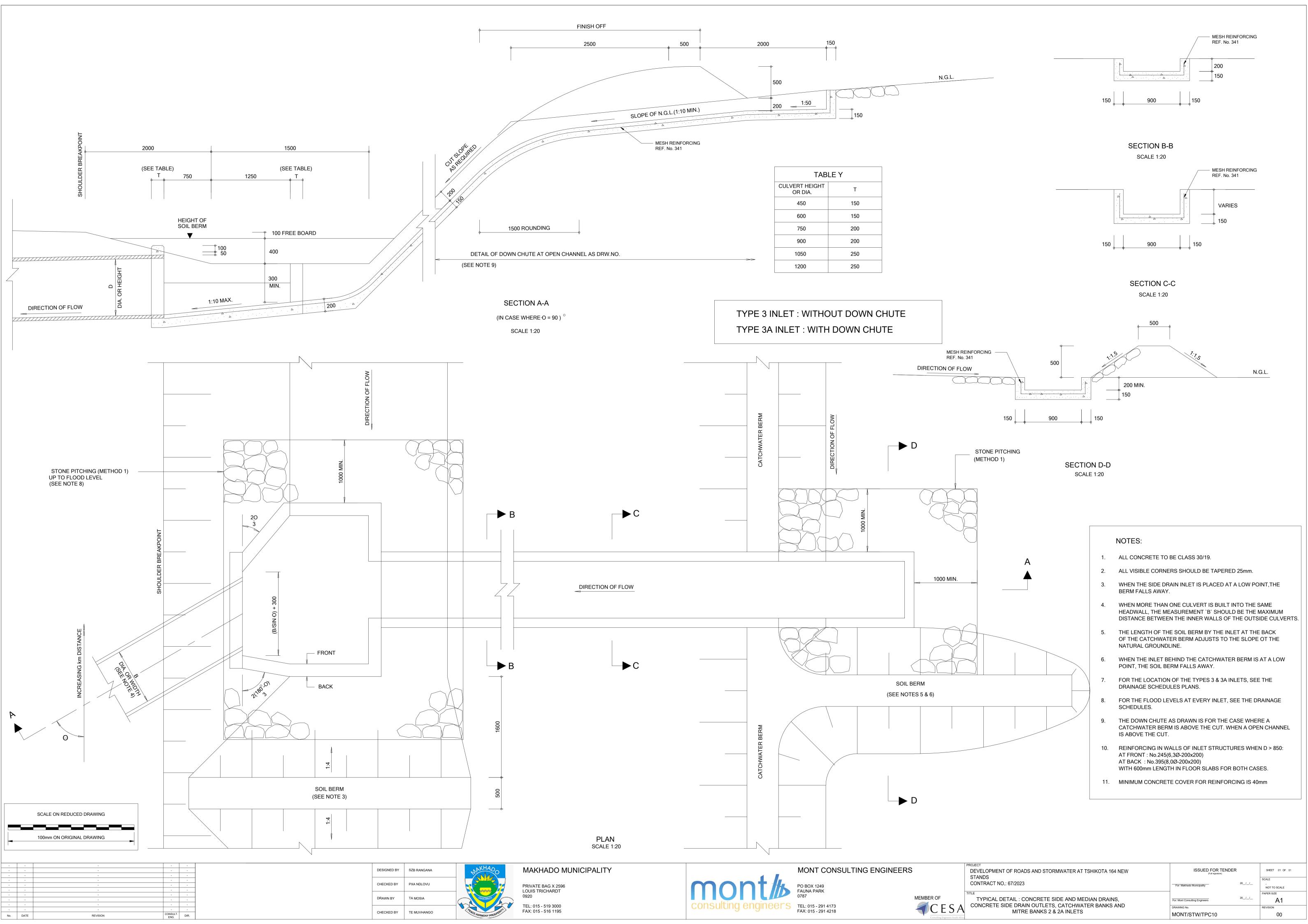
MONT/STW/TPC09

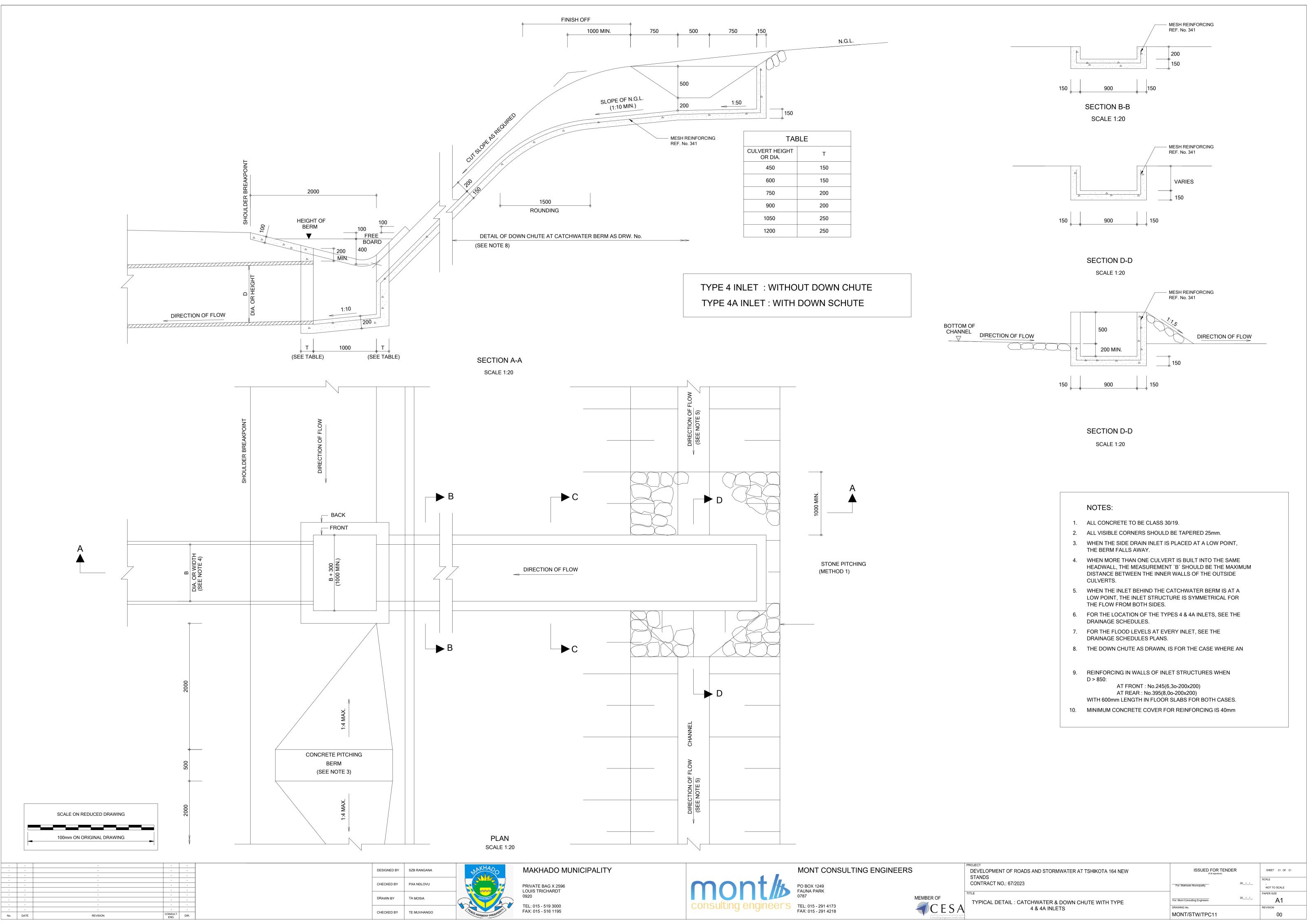
NOT TO SCALE

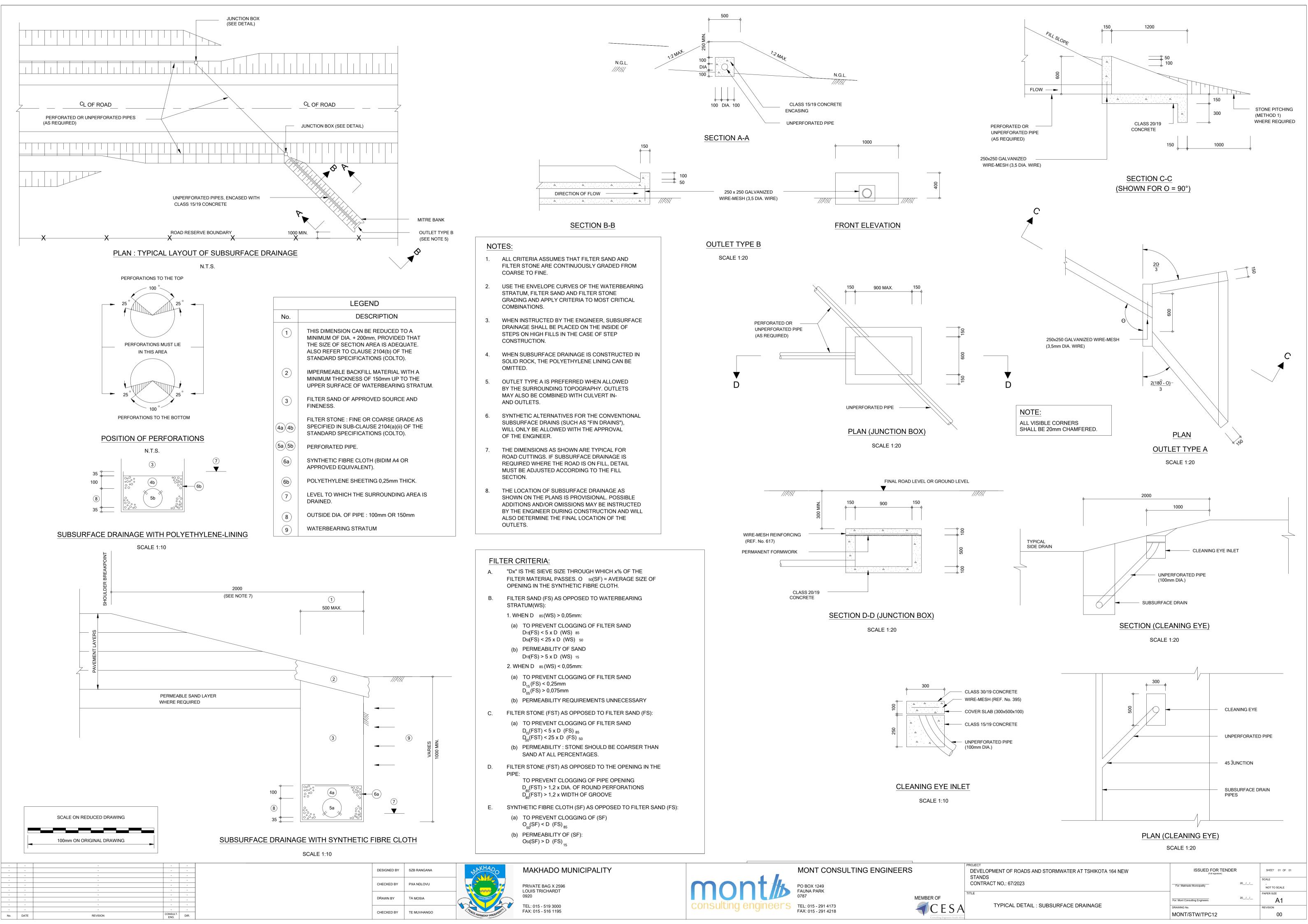
**A**1

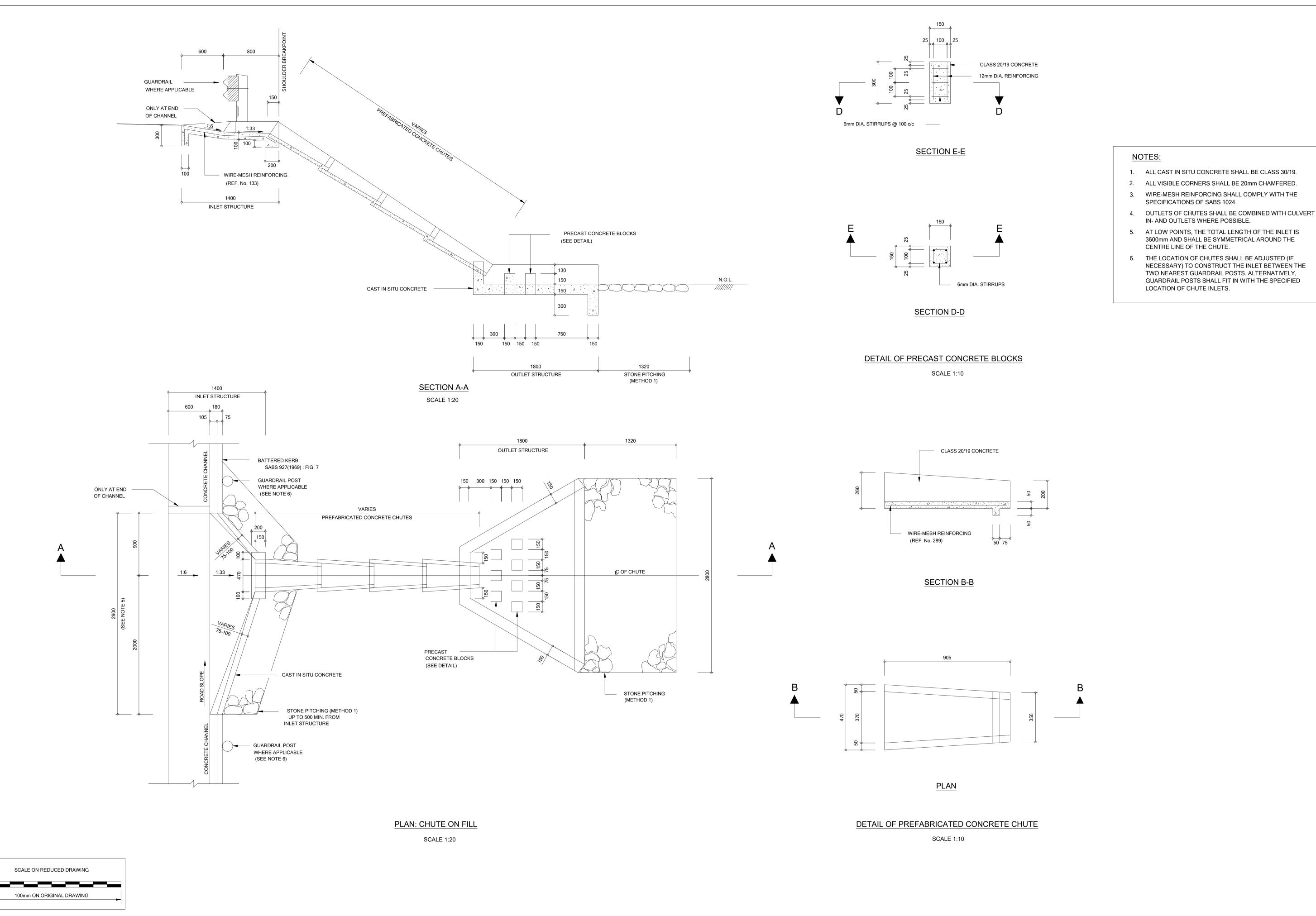
CHECKED BY PXA NDLOVU DRAWN BY TA MOSIA CHECKED BY TE MUVHANGO

DESIGNED BY SZB RANGANA

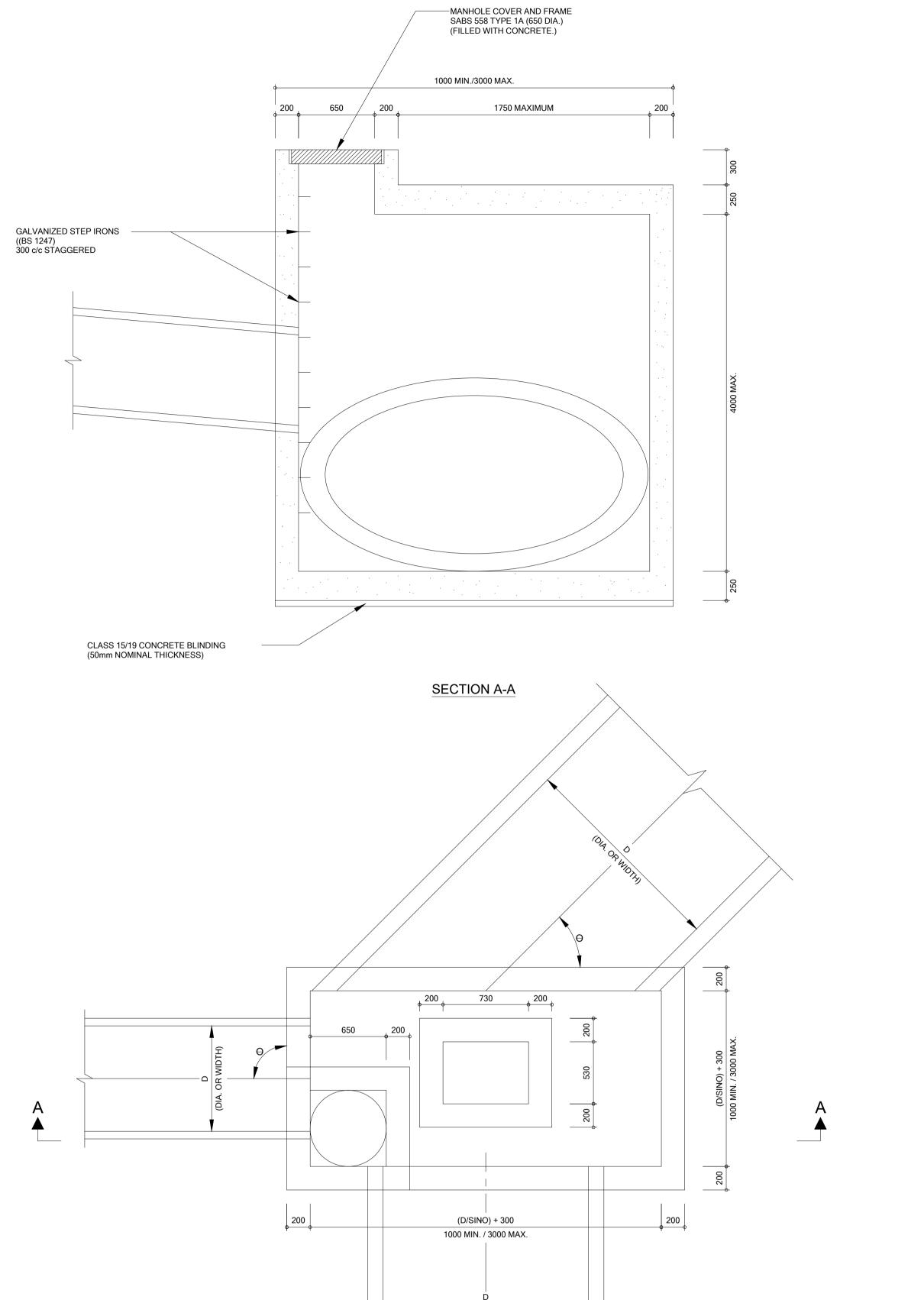






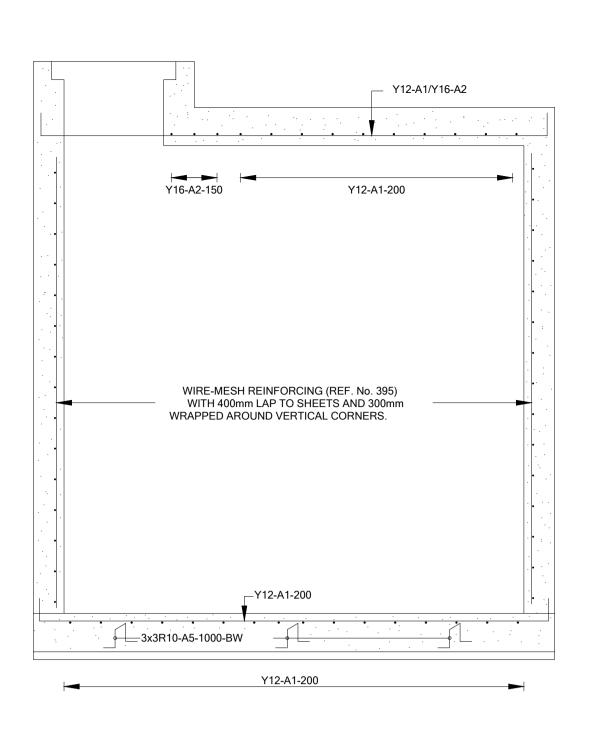


MONT CONSULTING ENGINEERS MAKHADO MUNICIPALITY DESIGNED BY SZB RANGANA DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW ISSUED FOR TENDER CONTRACT NO.: 67/2023 CHECKED BY PXA NDLOVU PRIVATE BAG X 2596 LOUIS TRICHARDT NOT TO SCALE FAUNA PARK 0787 MEMBER OF DRAWN BY TA MOSIA consulting engineers TEL: 015 - 291 4173 FAX: 015 - 291 4218 TEL: 015 - 519 3000 FAX: 015 - 516 1195 TYPICAL DETAIL : DOWN CHUTES ON HIGH FILLS CHECKED BY TE MUVHANGO MONT/STW/TPC13 REVISION

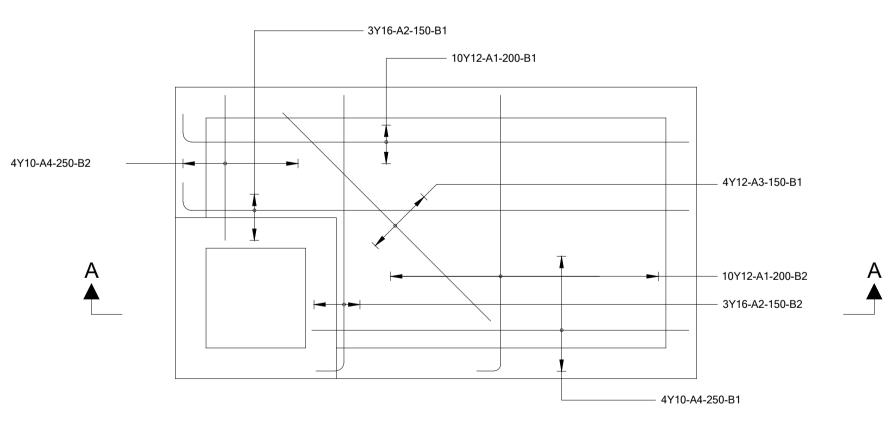


(DIA. OR WIDTH)

PLAN



REINFORCING (SECTION A-A)



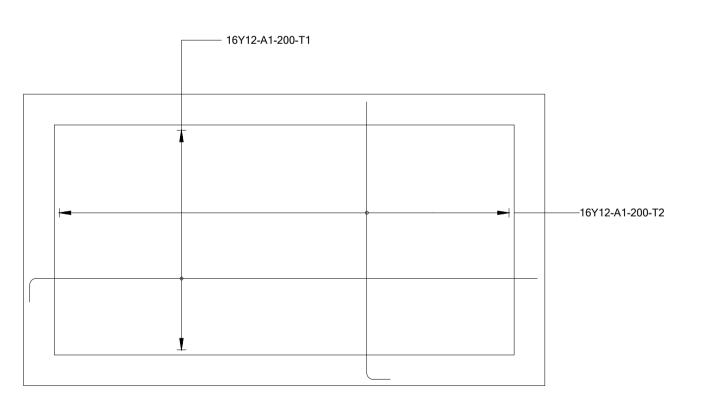
REINFORCING (TOP SLAB)

LENGTH MARK TYPE NUMBER BENDING R10/Y10 Y12 Y16 A1 Y12 3450 179,4 3300 3450 A2 Y16 3300 Y12 1800 7,2 А3 1800 Y10 2550 20,4 A4 2550 R10 900 10,8 A5 TOTAL LENGTH (m) 31,2 186,6 20,7 TOTAL MASS (kg) 165,7 32,7 19,2

#### BENDING SCHEDULE

#### NOTES:

- 1. ALL CAST IN SITU CONCRETE SHALL BE CLASS 30/19.
- 2. MINIMUM COVER TO REINFORCING SHALL BE 50mm.
- 3. ALL VISIBLE CORNERS SHALL BE 20mm CHAMFERED.
- 4. MANHOLE/CATCHPIT IS DESIGNED FOR A 80kN WHEEL LOAD WITH 25% ALLOWABLE OVERSTRESS.
- 5. A MANHOLE IS SHOWN ON DRAWING WITH COVER LOCATED IN ONE CORNER. THE INLET GRID FOR CATCHPITS MAY BE LOCATED IN THE CENTRE OF THE STRUCTURE AS SHOWN IN DOTTED LINES ON PLAN, IN WHICH CASE REINFORCING BARS A2 SHALL BE PLACED ON ALL SIDES AND REINFORCING BARS A3 ON ALL CORNERS.
- 6. REINFORCING AS SHOWN IN BENDING SCHEDULE IS FOR A MANHOLE/CATCHPIT WITH MAXIMUM DIMENSIONS. NUMBER AND LENGTH OF BARS SHALL BE REDUCED TO SUIT SMALLER STRUCTURES.
- REINFORCING BARS A1 AND A2 SHALL BE PLACED WITH HOOKS STAGGERED.
- 8. FOR THE LOCATION OF MANHOLES AND CATCHPITS, SEE LAYOUT PLANS.



REINFORCING (BOTTOM SLAB)

	SCALE ON REDUCED DRAWING					
100mm ON ORIGINAL DRAWING						

-	-	-	-
-		-	-
-	-	-	-
-	•	-	-
-	•	-	-
-	-	-	-
-	-	-	-
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MAKHADO MUNICIPALITY PRIVATE BAG X 2596 LOUIS TRICHARDT TEL: 015 - 519 3000 FAX: 015 - 516 1195



MONT CONSULTING ENGINEERS FAUNA PARK 0787

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DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW ISSUED FOR TENDER STANDS ONTRACT NO.: 67/2023 ETANDARD DRAWING
MANHOLES AND CATCHPITS FOR
ARGE PIPES AND BOX CULVERTS

NOT TO SCALE MONT/STW/TPC14

#### **TENDER No: 67/2023**

#### **DEVELOPMENT OF ROADS AND STORMWATER AT TSHIKOTA 164 NEW STANDS**

35. TYPICAL DETAIL : CULVERT INLET AND OUTLET MONT/STW/TPC07 STRUCTURES TYPES 1 AND 1A 36. TYPICAL DETAIL: MANHOLES AND KERB INLETS MONT/STW/TPC08 37. TYPICAL DETAIL: CONCRETE SIDE AND MEDIAN DRAINS, CONCRETE SIDE DRAIN OUTLETS, CATCHWATER BANKS | MONT/STW/TPC09 AND MITRE BANKS 38. TYPICAL DETAIL: CONCRETE SIDE AND MEDIAN DRAINS, CONCRETE SIDE DRAIN OUTLETS, CATCHWATER BANKS | MONT/STW/TPC10 AND MITRE BANKS 2 & 2A INLETS 39. TYPICAL DETAIL: CATCHWATER & DOWN CHUTE WITH MONT/STW/TPC11 TYPE 4 & 4A INLETS 40. TYPICAL DETAIL: SUBSURFACE DRAINAGE MONT/STW/TPC12 41. TYPICAL DETAIL: DOWN CHUTES ON HIGH FILLS MONT/STW/TPC13 42. TYPICAL DETAIL: MANHOLES AND CATCHPITS FOR MONT/STW/TPC14 LARGER PIPES AND BOX CULVERTS