

CONTRACT NO: FTM/T11/23/24

TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF A CONTRACTOR FOR THE NEW MASHIFANE PARK: - INSTALLATION OF CIVIL ENGINEERING SERVICES: WATER RETICULATION NETWORK

NAME OF TENDERER: _____

TAX COMPLIANCE STATUS MAAA _____

(TCS) PIN ON: _____

TELEPHONE No: _____

TELEFAX No: _____

E-MAIL ADDRESS: _____

ADDRESS: _____

Closing Date: 23 January 2024



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PART A

INVITATION TO BID

MBD 1

BID NUMBER:	FTM/T11/23/24	CLOSING DATE:	23 January 2024	CLOSING TIME:	12:00
DESCRIPTION	TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF CIVIL ENGINEERING SERVICES: WATER RETICULATION NETWORK: MASHIFANE PARK TOWNSHIP				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT 1, Kastania Street Burgersfort, 1150 or Stand No:1, Mashung Ga-Nkwana 0739

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No - N/A	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No - N/A
-----------------------------------------------------------------------	-----------------------------------------------------------------------	-------------------------------------	-----------------------------------------------------------------------

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES, ANSWER PART B:3]
-----------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------	--------------------------------------------------------------------------	---------------------------------------------------------------------------------------

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE	
---------------------	-------	------	--

CAPACITY UNDER WHICH THIS BID IS SIGNED	
-----------------------------------------	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
--------------------------------------------------------	--------------------------------------------------

DEPARTMENT/ DIVISION	SCM	CONTACT PERSON	R. Dikgale
CONTACT PERSON	T.S MAVHONA	TELEPHONENUMBER	(013) 231 1130
TELEPHONE NUMBER	(013) 231 1130	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	rdikgale@ftlm.gov.za
E-MAIL ADDRESS	tmavhona@ftlm.gov.za		

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 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
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 THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER

CAPACITY UNDER WHICH THIS BID IS SIGNED

DATE

TENDER NO: FTM/T11/23/24

TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF CIVIL ENGINEERING SERVICES FOR MASHIFANE PARK: WATER RETICULATION NETWORK.

Adjudication: 90/10

Tenders will be evaluated using the 90/10 preference point system which awards **90 points for Price** and **10 points for attaining the specific goal** - in accordance with the table below on MBD 6.1

Documents Collection: Documents can be downloaded from the e-tender portal or municipal website.

Technical Enquiries: Mr. T Dikgale

[Tel: \(013\) 231 1000](tel:(013)2311000)

Tender Documents: T.S Mavhona

[Tel: \(013\) 231 1130](tel:(013)2311130)

Closing date: 23 January 2024

Time: 12:00

Tender Box

7 BIDDING TENDER CONDITIONS:

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
2. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
3. Specific Goal - Nationally with the RSA.

Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.

4. No late tender will be accepted and Telefax or e-mail tenders will not be accepted.
5. Tenders may only be submitted on the bid documents as provided by the Client. The use of tipp-ex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids. No page(s) may be removed from the original tender document
6. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
7. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
8. The Client reserves the right to reject the Bid if corrections are not made in accordance with the above.
9. The lowest or any tender will not necessarily be accepted, and Client reserves the right to accept a tender in whole or in part.
10. The validity period for this tender is ninety (120) days.
11. A Corporate social responsibility contribution of one (1) percent inclusive of 15%VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of the Local Municipal District.
12. The Client reserves the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations.
13. The Client reserves the right to appoint and not to appoint.
- 14. The Client may appoint more than one (1) service provider.**
15. All tender prices must be inclusive of VAT for all registered VAT vendors.
16. The bid will be evaluated on a 90/10 principle where 90 points will be price and 10 points is Specific Goal.

DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²)

3.4 Company Registration Number:

3.5 Tax Reference Number

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.
.....
.....

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

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

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

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

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

3.9.1 If yes, furnish particulars

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

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

Full Name	Identity Number	State Employee Number

Signature

Date

Capacity

Name of B

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

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

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

1. GENERAL CONDITIONS

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

- the 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

The applicable preference point system for this tender is the 90/10 preference point system.

- a) 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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 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)
Enterprises located nationally within the borders of RSA	10	N/A		N/A

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

**FOR ALL PROCUREMENT EXPECTED TO EXCEED R10 MILLION (VAT INCLUDED),
BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:**

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

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

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

YES/NO

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

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

2.2 If yes, provide particulars.

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

YES/NO

3 Has any contract been awarded to you by 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

.....
.....

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

YES/NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

EVALUATION PROCESS AND CRITERIA:

Evaluation of all bids received on time at the closing date will be evaluated in the following three phases.

- A) Phase 1: Administrative Compliance and
- B) Phase 2: Evaluation of Functionality,
- C) Phase 3: Pricing and Specific goal - Nationally within RSA

The bidders who score less than 70% on functionality will be disqualified.

PART 3. COMPULSORY RETURNABLE REQUIREMENTS:

A bid not complying with the peremptory requirements stated above will be regarded as “non-Responsive”, and as such will be disqualified. “Responsive” means any bid which, in all respects, complies with the conditions of the specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Regulations of 2022, terms of which provision is made for this policy.

Bidders will be evaluated on the following administration compliance:

- Compliant tax status (the Municipality will verify tax compliance during evaluation and (adjudication stage).
- All pages of the tender document and General Condition of the contract must be initialed.
- Price amendment without signature will amount to disqualification.
- CIDB 7 must be attached.
- Company Registration Document (CK) (If JV, for both) must be attached.
- MBD forms must be Fully Completed and signed.
- Power of attorney / authority of signatory and indicating who is authorized to sign the documents (if it's a JV, both partners must sign) must be attached.
- Joint Venture Agreement, where applicable and the lead partner must have at least 51% or above shares in the company.

- a) If staying in a non-rate-able area, please attach letter from the Tribal Authority/Chief or Headman or SAPS Sworn Affidavit or Municipal proof of residence.
- b) If the business is operated from the residence of the director, please attach the director's rates supported by sworn affidavit stating the address of the business premises.
- c) If you are renting, attach a valid signed lease agreement.

- Originally Certified ID Copies of all directors must be attached (For all companies in case of a Joint Venture)

PLEASE NOTE THAT ALL CERTIFIED DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS.

90/10 preference point system. Price = (90)

Specific goal - Nationally within RSA = (10) - Address on the company registration document (CK) or Municipal rates/ proof residence

10. TECHNICAL EVALUATION CRITERIA

No	Description	points	Max Points allocation
1	Demonstrate relevant Company experience and records	30	<p>The bidder or JV should demonstrate their Civil Engineering Experience, through the submission appointment letters and completion certificates of projects within the last five (5) years.</p> <ul style="list-style-type: none"> • Successful Execution of Water reticulation projects Attach 5 appointment letters and corresponding completion certificates - 30 points. • Successful Execution of Water reticulation projects Attach 4 appointment letters and corresponding completion certificates- 25 points. • Successful Execution of Water reticulation projects Attach 3 appointment letters and corresponding completion certificates - 20 points • Successful Execution of Water reticulation projects Attach 2 appointment letters and corresponding completion certificates -15 points • Successful Execution of Water reticulation projects Attach 1 appointment letters and corresponding completion certificates - 10 points <p>☐</p> <p>Compulsory Attachment of appointment letters and completion certificates. NB: Copies of completion certificate or appointment letter must indicate the e-mail, telephone and contract amount.</p>
2	Financial Viability	25	
			<ol style="list-style-type: none"> 1. Approved credit facility or bank guarantee letter R 20 million 25 points 2. Approved credit facility or bank guarantee between R 15 million to 19 million 20 points 3. Approved credit facility or bank guarantee between R 10 million to R 15 million 15 points 4. Approved credit facility or bank guarantee between R 5 million to R 9 million 10 points

3	Qualifications and experience of the dedicated project Team / individuals	25	<ul style="list-style-type: none"> • Contract Manager with 5 years' relevant Experience in Civil Engineering and Project Management. Must have a Degree / B Tech in civil Eng and be registered professional with ECSA/PMP/SACPCMP. - 10 Points • Site Manager with 5 years' relevant Experience in Civil Engineering . Must have a NQF Level 6 in Civil Eng and be registered as a candidate with ECSA/PMP/SACPCMP . - 5 Points • General Foreman with 5 years' relevant Experience in Construction with NQF Level 6 in Civil Eng - 5 Points • Safety Officer with 5 years' relevant Experience in OHS . Intro to Samtrac or equivalent accredited OHS Certificate. - 5 Points <p>(Attach detailed CV, Certified ID Copy/Passport (work permit to accompany Passport were applicable) and Proof of Certified Qualifications. Bidders who submit Uncertified documents will disqualified)</p> <p>NB: Foreign qualification should be accompanied by certificate of SAQA (South African Qualifications Authority Certificates). Bidders who fail to attach the mentioned documents will be disqualified.</p>											
4	List of Plant	20	<table border="1" data-bbox="688 982 1445 1226"> <thead> <tr> <th data-bbox="688 982 1076 1024">Plant</th> <th data-bbox="1076 982 1445 1024">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="688 1024 1076 1073">Excavator</td> <td data-bbox="1076 1024 1445 1073">5</td> </tr> <tr> <td data-bbox="688 1073 1076 1121">Water Tanker</td> <td data-bbox="1076 1073 1445 1121">5</td> </tr> <tr> <td data-bbox="688 1121 1076 1169">Hydraulic Rock Drill</td> <td data-bbox="1076 1121 1445 1169">5</td> </tr> <tr> <td data-bbox="688 1169 1076 1226">TLB</td> <td data-bbox="1076 1169 1445 1226">5</td> </tr> </tbody> </table> <p>Bidders must submit proof of ownership of Plant. Bidder who leases plant must submit valid proof of lease agreement and letter of intent in case of hiring with certificates generated from the system of e-natis.</p> <p>NB: No attachments of the mentioned above documents will results in zero score</p>		Plant	Points	Excavator	5	Water Tanker	5	Hydraulic Rock Drill	5	TLB	5
Plant	Points													
Excavator	5													
Water Tanker	5													
Hydraulic Rock Drill	5													
TLB	5													
	Total	100												
	Threshold	70	Tenders that do not meet this threshold will be disqualified											

AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An **example** for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on _____20_____

Mr _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No _____

and any Contract, which may arise there from on behalf of _____

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____ CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010**

NATIONAL TREASURY: Republic of South Africa

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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THE NATIONAL TREASURY: Republic of South Africa 3
General Conditions of Contract

- 1. Definitions** 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price have been or are still To be imported (whether by the supplier or his subcontractors) and which costs Are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

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Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

- 2. Application**
 - 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

- 4. Standards**
 - 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
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extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
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weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent Instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the Contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely Convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country,

Whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

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21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is granted upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
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32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned

**APPOINTMENT OF A CONTRACTOR
FOR THE INSTALLATION OF CIVIL ENGINEERING SERVICES:
WATER RETICULATION NETWORK FOR MASHIFANE PARK**

PROJECT SPECIFICATION

1. Scope:

This specification covers the construction of new water reticulation network system.

2. Interpretation:

2.1 Supporting Specifications: The following specifications shall, inter alia, form part of the contract document:

- a.) This project specifications.
- b.) SABS 1200AA: General (Small Works)
- c.) SABS 1200AB: Engineer's Office
- d.) SABS 1200C: Site Clearance

2.2 The variation and additions to the specifications listed in 2.1 are as follows:

- a.) PSAA: General (SABS 1200 AA)
- PS8: Measurement and Payment

No measurement for payment will be included here. The scheduled items listed elsewhere shall include full provision to cover the contractor's charges for compliance to the requirements under this specification.

- b.) PSAB: Engineer's Office (SABS 1200AB)

PSAB 2.3: Definition

The Engineer is the Technical Division the Employer.

PSAB 3.2: Office Building: This is not required.

- c.) PSC: Site Clearance (SABS 1200C)

PS5.1 Area to be cleared and grubbed.

PS 8 Measurement and Payment:

The areas to be cleared and grubbed will not be measured separately for payment. This will also apply to the conservation of topsoil. The rates for the different scheduled items measured elsewhere shall cover the cost to comply with this specification.

AGREEMENTS AND CONTRACT DATA

- 1: CONTRACT DATA
- 2: PRICING DATA
- 3: SCOPE OF WORK
- 4: SITE INFORMATION

1.1 CONTRACT DATA (Applicable to this contract)

DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The name of the Employer is Fetakgomo Tubatse Local Municipality:

The address of the Employer is:

Address (physical):

Address (postal):

Telephone:

e-mail:

The name of the Engineer is (Edwin van Rensburg)

The special non-working days are public holidays and Sundays.

The Engineer is required to obtain the specific approval of the Employer for the following: All variation orders with a financial impact.

The Engineer requires Employer's approval in order to authorise any expenditure in excess of the Contract Price

The Form of Guarantee is required.

The amount of the Guarantee is to be 10% of Contract Price

CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The Contractor is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.

The Contractor shall commence executing the Works within 14 days of the Commencement Date.

The Contractor shall deliver his programme of work within 14 days of the Commencement Date.

No materials will be supplied by the Employer.

Special Risks Insurance issued by SASRIA is required.

The limit of indemnity for liability insurance is R3 000 000,00 (Three million rands only) for any single liability claim. Liability insurance shall include spread of fire risk.

The whole of the Works shall be completed within 12 months including special non-working days

The minimum required payment for local labourers is R25.42 per hour.

The penalty for failing to complete. See penalty regime in section C3.5.3 (Scope of works)

Contract Price Adjustment will not be applicable to this contract.

Special Materials will not be applicable to this contract.

The percentage retention on the amounts due to the Contractor is ten (10%).

A Retention Money Guarantee is not applicable.

CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The Defects Liability Period is twelve (12) months.

Dispute Resolution shall be by Mediation.

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CONTRACT NO: FTM/T11/23/24

FOR

THE INSTALLATION OF CIVIL ENGINEERING SERVICES FOR THE PROPOSED NEW MASHIFANE PARK: WATER RETICULATION

C3.1: DESCRIPTION OF THE WORKS

C3.1: C3.1: DESCRIPTION OF THE WORKS

1.1 EMPLOYER'S OBJECTIVES

The Employer's objectives are to deliver complete civil Engineering services for Phase 2 and Phase 3 of the Mashifane Park Township.

The main objective of the project is to provide a learning opportunity to local SMME contractors. The SMMEs will carry out approximately **30%** of the works under the management and guidance of an established contractor who will be responsible for the overall works. The established contractor will be referred to as the Main Contractor.

The Main Contractor will be completing the tender document and is required to consult any of the identified local SMME contractors from the list that will be provided. It is expected of the Main Contractor to select his preferred SMMEs through the proper channels, consult and agree with them, the tender pricing, and contractual requirements prior to carrying out the works.

The Bill of Quantities (BOQ) will be divided into four sections as per the scope of works, to allow for pricing per SMME per section of works and pricing for the Main Contractor. It shall be noted that on each summary page of the sub-sections, space is provided for the Main Contractor to provide a price for the management and supervision of the SMME per section.

Provision has also been made for the Main Contractor to complete a P&G cost in the BOQ related to the management of the project as indicated in the BOQ and the SMME also has a P&G cost to be completed in the BOQ related to performing the work.

The Main Contractor will provide the necessary guarantees and other documents as specified in the tender document and is required to ensure that the necessary quality control of the works is achieved. OHS is also required on site as specified in this document.

1.2 LABOUR-INTENSIVE WORKS

Labour-intensive Works comprise the activities described in the Labour-Intensive Specifications. Such Works shall be constructed using local workers who are temporarily employed in terms of the scope of the Works.

1.3 OVERVIEW OF THE WORKS

This contract consists of work within the Mashifane Park Township as per drawing provided.

- a) The contractor shall provide for the supply of all labour, materials and plant necessary for the construction of the Water reticulation network and Ancillary Works allocated to the Contractor during the contract period.

- b) The Tenderer must anticipate that the work to be allocated for the Contract will cover a variety of traffic, working and ground conditions.

- c) The items of work included in this contract consist of the following:
 - (i) The barricading of the works including all traffic signs and required protective measures.
 - (ii) Trench excavations for drains, water pipes and associated structures.
 - (iii) Laying and bedding of Upvc, Hdpe, pipes where needed.
 - (iv) Backfilling of trenches and restoration of ground surfaces on completion.
 - (v) Construction manhole structures with concrete, precast concrete and / or brick walls.

1.4 LOCATION OF THE WORKS

The bulk of the work is located in Mashifane Park, Burgersfort.

1.5 TEMPORARY WORKS

Temporary deviations and traffic signs will be required for the accommodation of traffic, shoring of trenches as instructed by the Engineer during construction of new intersections to RAL and SANRAL road.

CONTRACT NO: FTM/T11/23/24

FOR

C3.2: ENGINEERING

2.1 DESIGN SERVICES

The Employer will be responsible for the design of all works.

The Contractor will be responsible for the design of all temporary works.

The Employer will be responsible for the preparation of as built drawings. The contractor shall measure and keep all records required for the preparation of as built drawings and submit the records to the Employer on completion of each work allocation.

2.2 EMPLOYERS DESIGN

The Employer will appoint consulting engineer to do the designs on his behalf.

2.3 DRAWINGS

2.3.1 General

Standard drawings as listed in Table 2.3 form part of the tender documents and shall be used for tender purposes only.

The Contractor will be supplied with a full set of unreduced drawings. These drawing shall be used for the duration of the contract. Additional drawings, also in unreduced paper print, will be issued for each work allocation. These paper prints will be 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 necessary for the Resident Engineer and/or Employer to complete his as-built drawings shall be supplied to the Resident Engineer and/or Employer before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings may not be scaled unless so instructed by the Engineer and/or Employer. The Engineer and/or Employer will supply any figured dimensions, which may have been omitted from the drawings.

The levels given on the structural drawings are subject to confirmation on the site, and the Contractor shall submit all levels to the Engineer and/or Employer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer and/or Employer of any discrepancies.

Drawing Number	Description
001	

Drawing Number	Description

C3.3: PROCUREMENT

3.1 PREFERENTIAL PROCUREMENT PROCEDURES AND REQUIREMENTS

Preference will apply to this tender in respect of equity ownership by Historically Disadvantaged Individuals in the enterprise as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000), as published in Government Gazette No 20854 dated 3 February 2000.

Full particulars of the preferential procurement are given in Part 2: Form J: Preference Schedule.

Tenderers shall indicate in Part 2: Form J: Preference Schedule.

, with sufficient supporting documentation the preference points claimed.

Insufficient supporting information will automatically disqualify the tenderer from obtaining any preference points other than the points entitled due to price.

C3.4: CONSTRUCTION SPECIFICATIONS

A1 MISCELLANEOUS

The Construction Specifications form an integral part of the contract documents and supplement the Standard Specifications.

In the event of any discrepancy with a part or parts of the Construction Specifications, the Standard Specifications, the bill of quantities or the drawings, the Construction Specifications shall take precedence.

The Standard Specifications (Part B) which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

A2 PLANT AND MATERIAL SUPPLIED BY EMPLOYER

No material or plant will be supplied by the Employer.

A3 CONSTRUCTION EQUIPMENT SUPPLIED BY EMPLOYER

No construction equipment will be supplied by the Employer.

A4 SITE ESTABLISHMENT

a) Contractor's Camp

The Contractor will be assigned a area within the construction area as suitable site for this camp. The camp site shall be kept clean and tidy, and at the completion of the contract shall be restored to its original condition at the Contractor's own cost, and to the satisfaction of the Engineer and/or Employer.

In order to facilitate compliance with the General Conditions of Contract the Contractor may establish storage accommodation, works offices, workshops, mess-rooms, kitchens, shelters for watchmen, latrines, ablutions and the like in such positions and under such conditions as may be agreed by the Engineer and/or Employer. The Contractor shall note that only watchmen will be permitted to remain in the camp site overnight.

Temporary buildings and fencing are to be neat and presentable, and the surrounding areas must at all times be kept in a neat, clean and orderly condition.

Covered accommodation for perishable or corrodible materials, fittings and the like shall be adequate and suitable for their purpose, and, particularly in the case of cement stores, shall be well ventilated, weatherproof and waterproof with floors raised off the ground, so as to keep the materials perfectly dry and freely aerated.

All such accommodation shall be subject to the approval of the Engineer and/or Employer who shall have free access there at all times.

b) Facilities for the Engineer

Facilities are required for the Engineer's Representative on site. When required by the Engineer and/or Employer, the Contractor will make available to the Engineer and/or Employer the use of assistants for the purpose of marking out and measuring completed work.

c) Sanitation facilities

The Contractor shall provide latrines for his staff and workmen, to the approval of the Engineer and/or Employer, who shall have the right of access thereto.

Latrines shall be conveniently available to workmen whenever work is in progress and sufficient portable units shall be placed and moved as necessary to avoid public nuisance. They shall be kept well ventilated, properly disinfected, clean and sanitary at all times.

The Contractor shall provide a proper sewer connection, for approved toilet facilities, into the relevant authorities existing sewer network, to serve the relevant buildings on the camp site.

If no sewer connection is available, the Contractor shall make his own arrangements for the provision of a waterborne sewer system and other sanitary and waste water disposal facilities in accordance with municipal or other local authority regulations.

d) Telephone

The Contractor shall make his own arrangements for the provision of a telephone and facsimile service.

A5 SITE USAGE: ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

- a) In addition to what is indicated in the General Conditions, the Contractor shall take all necessary measures and provide all necessary facilities to ensure an adequately safe and easy passage for traffic and pedestrians through areas in which work is in progress, or is uncompleted. The Contractor shall determine his methods of construction and programmes of work on the basis that no road, or portion of road, may be completely closed to traffic for any appreciable period, since only in exceptional circumstances will permission be granted for this to be done.

The Contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment following on inconvenience caused by or as a result of the modus operandi to be followed will be considered.

- b) The traveling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- a) Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the Engineer and/or Employer to stop the works until the road signs, etc. have been repaired to his satisfaction.
- b) The Contractor may not commence constructional activities before adequate provision has been made for accommodating traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- c) The Contractor shall submit proposals in connection with directional signs to the Engineer and/or Employer for approval.
- d) The Contractor may not construct any deviations without the written approval from the Engineer and/or Employer.

A6 PERMITS AND WAYLEAVES

The Contractor shall be responsible to obtain wayleaves before construction commences from the following services agencies:

- City Power
- Eskom and
- Telkom

(Note : The Engineer and/or Employer to supply approved drawings, contact names and addresses

A7 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATION TO EXISTING WORKS

The Contractor must satisfy himself that the dimensions accuracy, alignment, levels and setting out of the existing roads, structures or components thereof are compatible with the proposed Works and must notify the Engineer and/or Employer where this is not the case.

A8 INSPECTION OF AJOINING PROPERTIES

The Contractor together with the Engineer and/or Employer must inspect all adjacent properties for defects, cracks etc. before commencing with the works that may have a potential to damage surrounding buildings and properties. Notes and dated photographs must be taken to record any existing defects prior to the commencement of the works.

A9 WATER FOR CONSTRUCTION PURPOSES, POWER SUPPLY AND OTHER SERVICES

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

A10 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Contractor must check all survey control beacons indicated on the drawings before commencing with the works and must notify the Engineer and/or Employer of any discrepancy.

A11 CONSTRUCTION IN CONFINED AREAS

- a) It may be necessary for the Contractor to work within confined areas. Apart from the case of the exceptions described in this subclause, no additional payment will be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may reduce to as little as zero and the working space may be confined. The method of construction in these confined areas will depend largely on the Contractor's constructional plant. However, the Contractor shall note that measurement and payment will be in accordance with the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions that the tendered rates and amounts shall be deemed to include full compensation for any special equipment and 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 additional payment be considered in such cases.

- b) Additional compensation for work in confined areas will be paid in the following cases, provided that provision has been made expressly therefore in the Construction Specifications and in the Bill of Quantities:
 - i). For fill in restricted areas at structures as specified in clause 6108.
 - ii). For portions of road rehabilitation work for which provision has been made in the relevant clauses and payment items of series the Special Provisions. (Additional compensation for work in confined areas.)

A12 TRAINING

Technical skills training shall be provided by the Contractor to all local labour involved in the Contract to enhance their development, and to assist in the empowerment of the local communities. Part G of the Construction Specifications deals specifically with matters regarding training, and a payment item for that is included in Clause B 1231 of Part B2 of the Construction Specifications.

A13 USE OF LOCAL RESOURCES

The major objective of this Contract is the optimum use of local resources as required by the Department of Labour's Special Public Works Programme (Government Notice No R63 of 25 January 2002)

One of the methods to be adopted to achieve this objective is through the implementation of labour-optimizing construction methods.

A14 LABOUR-OPTIMISING CONSTRUCTION ACTIVITIES

a) General

The portions of the Works listed in Subclause (b) below shall, unless otherwise instructed by the Engineer and/or Employer, be constructed under this Contract using labour-optimising construction methods only.

In respect of those portions of the Works which are not listed in Subclause (b), the construction methods adopted and plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

b) Operations to be executed using labour-optimizing construction methods

The following portions of the Works are suitable to be executed using labour-optimising construction methods:

- (i) Clearing and grubbing the site and borrow areas.
- (ii) Removing and grubbing large trees and tree stumps.
- (iii) Clearing and grubbing at inlets and outlets of hydraulic structures.
- (iv) Cleaning hydraulic structures.
- (v) Excavations for all open drains, culverts, inlet and outlet structures, concrete structures, fence posts, road sign posts and guardrail posts.
- (vi) Constructing catch water banks and mitre banks.
- (vii) Constructing cast in situ slabs, including all masonry work and minor precast work. All concrete shall be mixed by hand or by hand-driven mixing machines.
- (viii) Backfilling and compaction of all excavations.
- (ix) Removal of oversize material.
- (x) Removing existing concrete and masonry work, irrespective of class and type.
- (xi) Finishing off borrow areas in specified areas allocated for labour-intensive construction.
- (xii) Finishing off cut and fill slopes.
- (xiii) Finishing the road and road reserve.
- (xiv) Treatment of old roads and temporary diversions

A15 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOYMENT OF THE CONTRACTOR

a) The Contractor shall limit the use on the Works of his permanently employed personnel to that of key personnel only (as defined in Part D of the Construction Specifications) and shall, subject to the further provisions of the following parts of the Construction Specifications -

i) Part D - Provision of the temporary workforce,

ii) Part E - Provision of structured training,

Execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

b) The Engineer and/or Employer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorize in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this subclause, circumstances which may be considered by the Engineer and/or Employer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:

i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavors and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options

ii) The unavailability within the temporary worker pool and/or Subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract

iii) Any other circumstances which the Engineer and/or Employer may deem as constituting a warrant.

PART B : MATTERS RELATING TO THE STANDARD SABS 1200 SPECIFICATIONS

B1. STANDARD SPECIFICATION

The Standard General and Technical Specification for Civil Engineering Works, shall be the Standard Specification for Civil Engineering Construction of the Council of the South African Bureau of Standards (SABS Series 1200).

For the purpose of this project the following standard specification shall be deemed to form part of the contract documents:

SABS 1200	A	-	General
SABS 1200	C	-	Site Clearance
SABS 1200	D	-	Earthworks
SABS 1200	DB	-	Earthworks (Pipe Trenches)
SABS 1200	DK	-	Gabions and Pitching
SABS 1200	DM	-	Earthworks (Roads, Subgrade)
SABS 1200	GA	-	Concrete (Small Works)
SABS 1200	LB	-	Bedding (Pipes)
SABS 1200	LC	-	Cable Ducts
SABS 1200	LE	-	Stormwater Drainage
SABS 1200	M	-	Roads (General)
SABS 1200	ME	-	Subbase
SABS 1200	MF	-	Base
SABS 1200	MG	-	Bituminous Surface Treatment
SABS 1200	MH	-	Asphalt Base and Surfacing
SABS 1200	MJ	-	Segmented Paving
SABS 1200	MK	-	Kerbing and Channelling
SABS 1200	MM	-	Ancillary Roadworks

B2. CONSTRUCTION SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS FOR CIVIL ENGINEERING WORKS

In certain clauses the Standard Specifications allow a choice to be specified in the Construction 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 Construction Specifications. It also contains additional clauses required for this particular contract.

NOTE: *Clauses or Subclauses referred to in brackets are the Clauses or Subclauses of the "South African Bureau of Standards Standardised Specifications for Civil Engineering Construction (SABS 1200), which are amplified or amended.*

PSA GENERAL (Refer to SABS 1200 A)

PSA 1. PLANT (Clause 4)

PSA 1.1 General

All items of plant used on the Works shall be approved, modern, efficient plant, well suited to the purposes for which the Contractor uses them and shall be maintained in first class condition. Items of plant which leak oil or which, in the opinion of the Engineer and/or Employer, generate excessive noise, smoke or other nuisance shall be removed from the Works.

An adequate quantity of plant, including standby plant, shall be available on the Site for all operations which are critical in regard to time, such as stabilisation, surfacing, concrete placing etc.

All vehicles used on the Works are to be in sound mechanical condition and shall conform to and be operated in accordance with the applicable legislation. All vehicles must be fully insured against accident or loss, including third party risk, and the Contractor shall produce evidence of this, if required by the Engineer and/or Employer.

PSA 1.2 Precautions Against Nuisance

Adequate precautions must be taken to prevent unnecessary noise, dust, or other nuisance.

Plant used on the Works shall be adequately silenced. Any work outside normal working hours will be permitted only on the written authority of the Engineer and/or Employer as laid down in Clause 38 of the General Conditions of Contract.

Any rock or debris falling from trucks onto roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads by trucks transporting muddy material. The Engineer and/or Employer may require the Contractor to broom off and clean roads where the mud, or falling debris from trucks, may constitute a danger, or nuisance, to the travelling public.

No separate or additional payment shall be made for dust and noise prevention measures, or for cleaning of roads, etc and suitable allowance for this work must be made in the appropriate Schedule Rates.

PSA 1.3 Contractors Offices, Stores and Services

No housing is available for the Contractors employees and the Contractor shall make his own arrangements to house his employees and transport them to site.

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease. Office accommodation shall not be used for the storage of materials.

Large items not normally stored in a building shall be neatly stacked or laid out in suitable cleaned areas at the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud, and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. PVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture it is required for use on the Site. Any bags of cement which show any degree of hydration and setting or which have been stored on site for longer than 8 weeks shall be removed from the Site of the Works and replaced at the Contractor's own expense.

PSA 1.4 Handling of Materials

The Engineer and/or Employer shall have authority to forbid the transporting or handling of materials in a manner which, in his opinion, could cause damage.

PSA 2. CONSTRUCTION

PSA 2.1 Watching, Barricading and Lighting (Subclause 5.2)

The Contractor shall employ competent watchmen to guard the works and protect the public both by day and night.

From the time any portion of the Works commences, until the end of the Contract Period, the Contractor shall be responsible for protecting the property of the Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupiers of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in a safe and satisfactory condition. Safe and easy passage for pedestrians and vehicular traffic shall be maintained, including access to property except where otherwise authorised by the Engineer and/or Employer. Where necessary, the Contractor shall lay steel plates, planks or other temporary bridges of sufficient strength to enable access to be maintained.

The Contractor shall light and barricade all materials, excavations and objects which constitute an obstruction or danger as a result of his operations. The proximity of street lights shall not relieve the Contractor of any responsibility in respect of barricading and lighting.

Temporary road signs, lighting etc shall be provided for construction purposes in accordance with the recommendations and provisions of "The South African Road Traffic Signs Manual".

Any excavations, stored materials, spoil dumps or other obstructions likely to cause injury to any person shall be suitably fenced off and at night protected by red warning lights. Fences shall consist of at least three 20mm diameter hemp ropes or 4,0mm wires, stretched tightly between poles or standards securely planted in solid ground. The poles or standards shall not be more than 15m apart, with closer spacing as necessary. The rope or wires shall be stretched tightly and be approximately 450mm, 750mm and 1 200mm above the ground.

Where, in the opinion of the Engineer and/or Employer, more elaborate barricading is required, the Contractor shall provide this to his approval. Red flags or other approved warning signs shall be fixed to barricades at intervals not exceeding 10m and, at night, red lights shall be placed at intervals not exceeding 20m apart along barricades, if considered necessary by the Engineer and/or Employer. Reflective paint, or tape, shall be liberally used on barricades.

Banks of spoil may be accepted by the Engineer and/or Employer in lieu of fencing if of suitable height and form.

Fences and spoil banks shall be clearly marked at the ends, all corners, and along the lengths at intervals of not more than 15m, by means of white lime washed board, discs, stones or oil drums during the daytime and by red lamps kept burning at night. Markers shall be freshly lime washed at regular intervals to ensure that they are white and clean.

The Contractor shall detail a man to prepare the lamps during the day and they shall be lighted at least one half-hour before sunset.

There shall be no separate payment for watching, barricading, lighting and costs for such must be included in the rates for the works scheduled.

PSA 2.2 Road Traffic Control

Roads may be temporarily closed only with prior approval of the Engineer and/or Employer. Such approval must be requested one week prior to the road being closed.

PSA 3 TESTING

PSA 3.1 Testing Laboratory

PSA 3.1.1 The Contractor shall make use of a private testing laboratory approved by the Engineer and/or Employer.

PSA 3.1.2 The Engineer and/or Employer shall be given free access to the testing laboratory.

PSA 3.2 Compaction Control Tests

The Contractor shall be responsible for the execution of all tests required for compaction control, including Modified AASHTO maximum dry density, optimum moisture content and field dry density and moisture content tests, and shall either provide trained staff and the necessary equipment for this purpose, or shall engage an approved specialist firm to carry out the tests.

All compaction control tests shall be carried out as laid down in "STANDARD METHODS OF TESTING MATERIALS" published by the Department of Transport, Pretoria.

With the object of controlling and compaction of all materials used in the various layers of construction, the Engineer and/or Employer shall direct the Contractor to perform Modified AASHTO and optimum moisture content tests on each type of material that the Contractor proposes to use.

Field density and moisture content tests are to be carried out immediately after the construction of the section of the layer is completed and, in any event, not later than twelve hours after the completion of the section of the layer. If such tests are not carried out within this period, the Engineer and/or Employer may, at his discretion, pass or fail the layer, or section of layer, regardless of any test results which may then be provided, and his decision shall be final.

When the compaction of any section of any layer, for which a density is specified, is completed, the Contractor shall supply to the Engineer and/or Employer copies of test results showing that the section has been compacted to the specified density and moisture content. The Engineer and/or Employer may arrange to carry out further independent tests in order to confirm these results.

The Contractor shall arrange for the compacting equipment to be passed over any section in the presence of the Engineer and/or Employer when so instructed.

Payment for testing by the Contractor should be included in the rates.

PSA 4 MEASUREMENT AND PAYMENT

PSA 4.1 Preliminary and General Items (Sub-clause 8.1.2)

Due to the nature of this Contract, especially because of the large variation in the size of the allocations of work, preliminary and general items will be paid for as a percentage added to the value of the work determined using the rates as tendered in the Schedule of Quantities, excluding preliminary and general items, provisional items, prime cost items, contract price adjustment and value added tax.

Separate items will not be provided for fixed-charge and time related costs.

The percentage tendered for preliminary and general items shall cover all the contractor's costs and obligations in terms of sub-clauses 8.3.1, 8.3.2, 8.3.3, 8.3.4, 8.4.1, 8.4.2, 8.4.3, 8.4.4 and 8.4.5.

Separate preliminary and general items are provided for various sizes of the allocations of work falling within the following ranges of the value of work determined using the rates as tendered as specified above:

Value of works

Up to R250 000, 00

Exceeding R250 000, 00 up to R500 000, 00

Exceeding R500 000, 00 up to R750 000, 00

Exceeding R750 000, 00 up to R1 000 000, 00

Exceeding R1 000 000, 00

Only the one preliminary and general item determined by the total value of the allocation of work will be applicable to each of the allocations. For interim payments the estimated total value of the allocation will be used to determine which item is applicable. The applicable percentage will be applied to the value of the completed work using tendered rates, excluding preliminary and general items, provisional items, prime cost items and contract price adjustments to calculate the total preliminary and general amount payable on each payment certificate. The applicable item will be adjusted on completion of the allocation in accordance with the final value of the works determined using the rates as tendered.

Preliminary and general items will be subject to contract price adjustment.

All the conditions of Sub-clauses 8.1, 8.2, 8.3 and 8.4, taking in account the amendments specified above, will be applicable to the preliminary and general items.

PSA 5 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA 5.1 Materials for Dayworks

A Provisional Sum has been included in Schedule 3 for materials to be used during the execution of dayworks. In addition to the abovementioned amount, provision is made in Schedule 2 for mark-up on the materials used during the execution of the dayworks by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing dayworks.

PSA 5.2 Royalties for Borrow Materials

A Provisional Sum has been included in Schedule 2 for any royalties that may become payable by the Contractor in obtaining suitable borrow materials from sources designated by the Engineer and/or Employer. Payment will be based on the royalties actually and necessarily paid. In addition to the above amounts, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 45.1 of the Conditions of Contract.

PSA 5.3 Dumping Charges at a Dumping Site

A Provisional Sum has been included in Schedule 2 for any dumping charges at a dumping site that may become payable by the Contractor when dumping spoil material at a commercial dumping site. Payment will be based on the dumping charges actually and necessarily paid. In addition to the above amounts, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 45.1 of the Conditions of Contract.

PSA 5.4 Compensation in terms of Sub-clause 54.4 of the GCC for delays due to circumstances described in Sub-clause 54.1 and 54.2 of the GCC

A provisional sum has been included in Schedule 2 to compensate the contractor for increased cost from war or state of emergency in terms of Sub-clause 54.4 of the GCC.

The unit of measurement will be the number of working days for which such circumstances existed. The tendered rates shall cover the full cost of a standing work force and plant and preliminary and general items. Where a payment is made under this item and an extension of time on the Contract is granted, the Contractor will not be entitled to any additional P & G payments relating to the extension of time.

PSA 6 PRIME COST ITEMS (Clause 8.6)

PSA 6.1 Acceptance Control Testing of Earthworks

A Prime Cost Item has been included in Schedule 2 for acceptance control testing of earthworks ordered by the Engineer and/or Employer to be undertaken by a commercial laboratory. Payment will be based on the actual invoicing by the laboratory to the Contractor. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 45.2 of the Conditions of Contract.

PSA 6.4 Salary for Community Liaison Officer

A Prime Cost has been included in Schedule 2 for a salary to be paid to the Community Liaison Officer. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the salary to be paid. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 45.2 of the Conditions of Contract.

PSA 6.5 Gunnite and Shotcrete

A Prime Cost Item has been included in Schedule 2 for Gunnite and shotcrete applied by a specialist subcontractor. The contractor shall appoint subcontractors ordered by the Engineer and/or Employer for the scope of work determined by the Engineer and/or Employer. Payment will be based on the actual invoicing by the subcontractor to the Contractor in this regard. The

mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 45.2 of the Conditions of Contract.

PSA 7 DAYWORK (Subclause 8.7)

A schedule of labour and plant which is likely to be required for use by the Engineer and/or Employer under daywork, with an estimate of the number of units of each item, is included in the Schedule of Quantities. The quantities shown may be subject to considerable variation.

The rates tendered for day works shall be used for the valuation of additional work in terms of Clause 37.1.4 of the General Conditions of Contract.

Change the words "The rates for plant hire" to "The rates for all plant" in the last sentence of Sub-clause 8.7.

No daywork shall be carried out without the prior approval of the Engineer and/or Employer.

PSA 8 ACCOMMODATION OF TRAFFIC

Accommodation of traffic will not be measured separately. The cost for accommodation of traffic shall be included in the preliminary and general items. (Refer to PSA 4.1).

The supply and erection of temporary road signs and traffic control facilities ordered by the Engineer and/or Employer for the accommodation of traffic will be measured separately as specified in Clause PSD 2.4.

PSA 8-3-6 Payment of CLO

Unit: Provisional Sum

The provisional sum shall cover the salary of the CLO for the duration of the contract as specified by the employer."

PSA 8-3-7 Overheads, charges and profit on item 8-3-6

Unit: %

The overhead charges will be for the facilitation of payment of the CLO and for attending monthly PSC meetings as specified in Clause (m) Community participation.

PSA 8-3-8 Provision of surveyor and survey equipment required for the survey of the works and construction setting out in accordance with the specification Unit: Sum

The sum shall cover all costs required to fulfil the requirements of the contract as specified by the employer in Clause (n) Survey.”

PSA 8-3-9 Obtaining and maintaining in good standing, of wayleaves for the duration of the contract Unit: Sum

The sum shall cover all applications to all affected parties for wayleaves. The Sum will also cover the cost of renewing the wayleaves where necessary, and any means of keeping the wayleaves in good standing through up to completion of construction.

PSA 8-3-10 Obligation with regards to the Project Steering Committee Unit: Provisional Sum

The provisional sum shall cover all costs relating to PSC as per clause C3.4.2.5 (n)

PSC SITE CLEARANCE (Refer to SABS 1200 C)

PSC 1. CONSTRUCTION

PSC 1.1 Areas to be Cleared and Grubbed (Subclause 5.1)

There will be no general clearing and grubbing payment in existing road reserves or previously cleared areas.

PSC 1.2 Demolition of Structure (Subclause 5.2.3)

Items requiring demolition and removal are tabled in the Schedule of Quantities.

PSC 1.3 Transport Materials and Debris to Unspecified Sites and Dump (Subclause 8.2.9)

Any debris in areas to be cleared that cannot be classified as topsoil shall be removed from the Site to the rubbish dump of the local authority in accordance with arrangements made by the Contractor. Dumping charges are **not** to be included as a separate provisional sum for dumping charges is made.

PSC 1.4 Conservation of Topsoil (Subclause 5.6)

Where suitable topsoil exists within the limits of the areas to be cleared and grubbed, the Contractor shall, if so ordered by the Engineer and/or Employer, remove the topsoil, together with grass and other acceptable vegetation to a nominal depth of 100 mm and stockpile it in windrows clear of the working area.

After completion of the Works over the area from which the topsoil has been stripped, the topsoil shall be evenly spread over the areas between the road edges and the limits of the road reserves, and over the areas along property boundaries where pipelines have been laid, lightly rolled and given one thorough watering. All stones larger than 75 mm shall be removed from the topsoil.

PSC 2 MEASUREMENT AND PAYMENT

PSC 2.1 Basic Principles (Subclause 8.1)

The cost of transporting all surpluses from site clearance for a distance of up to 2,0km, measured in one direction, shall be included in the rates. Any overhaul beyond this distance to points agreed to by the Engineer and/or Employer, will be paid for separately as overhaul.

The overhaul distance will be computed from the distance by the shortest route in one direction measured to the nearest 0,1km and the capacity of the vehicles used for transport, as agreed between the Engineer and/or Employer and Contractor, before removal commences.

PSC 2.2 Dismantle and Remove Pipelines (Sub-clause 8.2.7)

An item will be provided for the stacking of unbroken pipes at a local depot. This item will be extra over the item for the dismantling and removal of the pipeline.

Overhaul on recovered pipes will apply beyond a freehaul of 2,0km. Broken pipes are to be transported to the dump site. Where the existing pipelines fall within the trench excavations for the new pipeline there will be one payment only for excavation and backfilling. That is, the Contractor must include in his tendered rate an allowance for any additional costs of removing the existing pipelines at the time of excavation for the new pipeline.

PSC 2.3 Additional Scheduled Items (Subclause 8.2)

PSC 2.3.1 Item: Remove topsoil to nominal depth of 100mm, stockpile and re-spread after completion of work.

Unit: cubic metre (m³)

The unit of measurement shall be the cubic metre of topsoil, measured in the original position before removal.

The rate tendered shall cover the cost of stripping the topsoil to the required depth together with such vegetation and small roots as occur within the specified depth, temporary stockpiling and later respreading, rolling and watering, all as specified in PSC 1.4, including transport.

No payment for overhaul will be made unless transported beyond 2,0km.

PSC 2.3.2 Item: Provisional sum for dumping charges at a dump site.

Refer to Clause PSA 5.3

PSLE 8.2.14 Provisional Sum for unblocking and cleaning of stormwater system on all streets

Add the following sub-clauses:

PSDM 8-2-14 Provisional Sum for unblocking and cleaning of stormwater system on all streets
Unit : Prov Sum.

The item shall be used at the discretion of the Engineer.

PS 8.9 Provision for adherence to the requirements of the occupational health and safety act

PS 8.9 Provision for adherence to the requirements of the occupational health and safety act
Unit : Prov Sum.

The item will be used for all the legal requirements by the contractor for adhering to OHS Act.

PS 8.10 Provision for adherence to the requirements of the Environmental Act

PS 8.10 Provision for adherence to the requirements of the Environmental act
Unit : Prov Sum.

The item will be used for all the legal requirements by the contractor for adhering to Environmental Act.

PSD EARTHWORKS (Refer to SABS 1200 D)

PSD 1 MATERIALS

PSD 1.1 Classification for Excavation (Subclause 3.1.2)

PSD 1.1.1 Replace Subclause 3.1.2 (a) (2) with:

In the case of restricted excavation, soft excavation shall be excavation in material that can be efficiently removed by a back acting hydraulically operated excavator giving a breakout force and a crown force at the bucket tooth of not less than 100 kN and equipped with a rock bucket not wider than 700mm, where the use of such plant is appropriate.

PSD 1.1.2 If the Contractor considers that any material should be classified as intermediate or hard he shall request the Engineer and/or Employer to examine the material before proceeding with excavation, or to be present when it is being tested for classification as described above.

Material shall be classified as intermediate or hard only when the Engineer and/or Employer has approved of such classification.

Should the Contractor be unable to provide the necessary equipment for determining the classification of excavation, or should he commence excavation at any point before the classification of the material has been determined, then the decision of the Engineer and/or Employer as to the classification shall be final.

The Contractor shall be at liberty to use explosives or power tools for dislodging materials other than intermediate or hard materials, but in such cases, he shall not be paid for excavation in intermediate or hard material.

PSD 1.2 Classes of excavation where Labour Intensive Construction Methods are specified

The excavation of material will, in the case of work which is required in terms of the Contract to be executed utilising Labour Intensive Construction Methods, be classified as follows for purposes of measurement and payment:

a) Soft excavation

i) Class 1

Soft excavation Class 1 shall be excavation, including the excavation of boulders not exceeding 0,04 m³, in material that can be excavated and removed from the excavation by an average able bodied labourer or group of such labourers, at a

rate of not less than 3,0 m³ per 9,25 hour working day per labourer, using only picks, "gwalas", shovels and similar hand tools.

ii) Class 2

Soft excavation Class 2 shall be excavation, including the excavation of boulders not exceeding 0,04 m³, (excluding soft excavation Class 1) in material that can be excavated and removed from the excavation by an average able bodied labourer or group of such labourers, at a rate of not less than 1,0 m³ and not more than 3,0 m³ per 9,25 hour working day per labourer, using only picks, "gwalas", shovels and similar hand tools.

b) Intermediate excavation

Intermediate excavation shall be excavation (excluding soft excavation) in material which requires ripping or loosening by mechanical means prior to removal of the loosened material utilising the methods as described in PSD1.2(a).

c) Hard rock excavation

Hard rock excavation shall be excavation of undecomposed boulders exceeding 0,04 m³ and excavation in solid rock occurring in bulk or in banks or ledges, which requires loosening or breaking up by drilling, wedging, splitting or blasting or by other approved quarrying methods, prior to being excavated and removed from the excavation utilising only picks, "gwalas", shovels and similar hand tools.

(NOTE: Such excavation generally includes materials such as formations of unweathered rock that can be removed only after blasting.)

Labour Intensive Construction Methods shall only be used and will only be measured for payment on these portions of the work for which the Engineer and/or Employer has issued a written instruction for the work to be executed by Labour Intensive Construction Methods. The Engineer and/or Employer will normally only require Labour Intensive Construction Methods on those portions of work which is not accessible to conventional construction plant.

PSD 2. CONSTRUCTION

PSD 2.1 Barricading and Lighting (Subclause 5.1.1.1)
See PSA 2.1.

PSD 2.2 Damage to Services (Subclause 5.1.2.5)

The Contractor shall make himself acquainted with all existing works and services throughout the Site including buildings, structures, fences, overhead lines, stormwater drains, sewers,

water and gas mains, telephone and power cables and service leads and connections of all types before work is commenced.

Although every effort will be made to ensure the accuracy of underground services as shown on the drawings, the Employer takes no responsibility for the accuracy thereof, nor for any omissions that may have been made, and the Contractor shall make all necessary enquiries with the relevant authorities to confirm what is shown on the drawings and to obtain whatever supplementary information is required. It will be the contractor's responsibility to obtain the required wayleaves before the commencement of any construction work.

Where, in the opinion of the Engineer and/or Employer, there is sufficient uncertainty as to the existence of, or the position or depth of, any existing underground service, the Contractor shall, carry out exploratory excavations, using hand tools, in order to obtain the required information without causing damage. Exploratory excavations shall be carried out, refilled and reinstated in an approved manner and as expediently as possible. Exploratory excavations shall be measured in cubic metres and the Schedule Rates for this work must include for excavation, refilling and reinstatement.

Where a service is damaged because of the Contractor's negligence, the service shall be repaired in accordance with the requirements of the Authority concerned. The Contractor shall immediately notify the authority, department or owner concerned and the Engineer and/or Employer of any damage caused to existing works and services. All costs of the repair will be for the Contractor's account and the Contractor shall indemnify the Employer against any claims which may be made.

Should services be discovered which are not shown on the drawings, the Contractor shall record the position of the service and take all precautions necessary to ensure that they will not be damaged.

PSD 2.3 Existing Works

Except where otherwise indicated the Contractor shall not alter, or in any way interfere with, existing works or services. Where such works are required to be moved on account of unsuitable levels or situation, adequate notice is to be given to the Engineer and/or Employer, who will arrange with the department or authority concerned for the work to be carried out.

Where the Engineer and/or Employer requires the Contractor to move existing works or services, or to execute work in connection therewith, the cost of such work will be paid for in accordance with the items provided in the Schedules, or as otherwise provided for in the Contract.

The Contractor will not be entitled to any additional payment as a result of delays occasioned by the alteration of existing works or services and the Schedule Rates must include suitable allowance for the possible occurrence of such delays.

The Contractor must allow for the protection of existing services in the rates as there will be no separate payment for the protection thereof.

PSD 2.4 Road Traffic Control (Subclause 5.1.6 and 8.3.12)

Where the works affect the operation or safety of public road traffic, temporary traffic signs and barricades shall be provided as instructed by the Engineer and/or Employer.

The provision and deployment of flagmen will be measured in man-days, based on a 9 hour working day, and will be measured for the time that the flagmen are engaged in the control of traffic by way of flags or portable STOP and G0 signs and shall include the provision of flags

The provision and erection of temporary road signs and traffic control facilities will be measured once only at the beginning of the contract and thereafter only when a minimum period of six months has elapsed since the provision of the sign if approved by the Engineer and/or the Employer to replace damaged or worn signs. The price tendered shall include the provision of the temporary road sign or traffic control facility and for the erection of the facility at the first construction site, complete with posts and ballast where required.

The unit of measurement for all temporary roads signs and traffic control facilities, except for G-series road signs, will be the number of each facility provided. The unit of measurement for G-series road signs shall be the square metre of sign face, measured on the face of each item provided. The tendered rates for the respective traffic control facilities shall also include full compensation for their maintenance and the replacement of items which have become unserviceable, and their removal when no longer necessary.

The re-use of traffic control facilities at different construction sites will be measured by the number of each unit removed once and re-erected at a different site. The tendered rates shall included full compensation for the dismantling, storing if necessary, transporting and re-erecting in a fresh position of the various items.

No separate payment for traffic control, in addition to the provision and re-use of traffic control facilities as specified above, shall be made and costs for such must be included in the preliminary and general items.

PSD 2.5 Excavations for Structures (Subclause 5.2.2.1)

The area of excavations for structures, e.g. kerb inlets, junction boxes, valve chambers and manholes shall be the neat outside dimension of the structure plus 500mm on all sides for use as working space. There will be no payment for excavations outside these limits.

PSD 2.6 Backfilling and Compaction Around Structures (Subclause 5.2.3.2)

Backfill material around structures shall be compacted in layers as specified in Subclause 5.2.3.1 and 5.2.3.2 of SABS 1200 D at OMC to a density of at least 93 % modified AASHTO maximum density.

PSD 2.7 Blasting and Drilling (Subclause 5.1.1.3)b

When blasting is necessary, only light charges shall be used. The Contractor shall in all cases be entirely responsible for any damage caused by blasting operations, and shall settle all claims resulting therefrom at his own expense.

The Contractor shall conform to all statutory and other regulations regarding blasting and the handling of explosives.

All blasting shall be done under the control of persons holding valid blasting certificates for blasting in streets.

The Contractor shall make his own arrangements for the supply, transport and storage of all explosives and detonators in accordance with the requirements of the Chief Inspector of Explosives and the South African Police Services.

Explosives and detonators may be kept on the Site outside normal working hours only if proper magazines are installed and maintained in accordance with all requirements of the above mentioned authorities.

No separate or additional payment will be made for blasting. The Contractor is to allow for all blasting costs in his prices for the relevant items of earthworks, excavations, demolitions etc.

All workmen employed by the Contractor on rock drilling, or other work of a similar nature, shall be medically examined before being so employed and at six monthly intervals thereafter. The Contractor shall be responsible for all costs connected with medical examinations of employees.

The Contractor shall provide the necessary appliances and equipment and take the required precautions to safeguard the health of employees engaged on rock drilling, or similar work, as directed by the Inspector of Mines and by the Engineer and/or Employer.

PSD 2.8 Freehaul (Sub-clause 5.2.5.1)

The freehaul distance shall be 2,0 km.

PSD 2.9 Disposal of Surplus Material (Subclause 5.2.2.3)

The Contractor shall where not otherwise indicated be entirely responsible for deciding whether or not any material, excavated or other, is surplus to that required for the full construction and reinstatement of the Works, for the loading, transporting away, tipping and spreading or unloading of such material and for the location of and negotiation for tipping sites and for all expenses incurred in the disposal of such material but **not for the dumping charges**. Excavated material shall be deemed to include loose surface boulders and rocks.

Where surplus material is to be disposed of at a designated dump site, the Contractor must employ a gate watchman and all materials must be spread at least on a weekly basis.

However, if required by the Engineer and/or Employer, the Contractor may be instructed to load, transport, tip and spread or unload to the Engineer and/or Employer's approval at any site, within 2,0 km from the point of loading, any material which is in excess of that required for the full construction and reinstatement of the Works.

No separate or additional payment will be made for the disposal of excess material transported within 2,0km. The prices tendered for earthworks and excavations are to include for loading, transporting, tipping, spreading and for all other costs incurred in the disposal of surplus material within 2,0km.

Should it be necessary to reclaim or replace material previously disposed of in order to complete the Works; all costs involved in obtaining such material shall be borne by the Contractor.

The Contractor shall be responsible for the settlement of all claims arising from any act or omission of his workmen in disposing of surplus material.

PSD 2.10 Special Transport (Overhaul) (Sub-clause 5.2.5.2)

When so instructed by the Engineer and/or Employer, material, which is in excess of that required for the Works or which is required for the Works, shall be loaded and transported by the Contractor to or from any point outside the 2.0 km freehaul distance.

Only long overhaul will be measured.

Overhaul shall be measured in cubic metre kilometres of material transported outside the 2,0km limit.

The distance used in calculating a quantity of special transport shall be the shortest practicable road distance between the point of loading and the point of tipping and spreading, as agreed to by the Engineer and/or Employer, less 2,0km.

The volume of material used in the calculation of a quantity of special transport shall be the capacity of the truck to the nearest one-tenth of a cubic metre measured full and level across the top of the body.

No trucks other than those approved by the Engineer and/or Employer shall be used for special transport. All trucks shall be fitted with suitable bodies of a permanent nature without any temporary addition of any description. No truck which allows the load to spill out may be used. The Contractor shall supply the Engineer and/or Employer with a list of all trucks to be used for special transport, showing the make, registration number, rated payload and cubic capacity of each.

Dumping charges are **not** to be included. A separate provisional sum is provided for dumping charges.

PSD 2.10 Removal of Topsoil

All topsoil, regardless of thickness, together with grass, roots, vegetable or other unsuitable material, is to be excavated and removed from the area of construction before earthworks are commenced.

The excavation, stockpiling and disposal of topsoil will be paid for at rates per cubic metre measured as specified for earthworks and such payment will be full compensation for all operations and expenses incidental to the works including all haulage.

PSD 2.11 Ripping of Existing Road Surfaces

The blacktop surfacing of existing constructed roads shall, where indicated be saw cut along the edges, be ripped up, removed, and disposed of as surplus material. Aggregate below the blacktop surfacing shall be considered as normal excavation, classified accordingly and shall be paid for as such.

PSD 3 MEASUREMENT AND PAYMENT

PSD 3.1 Separate items will be provided for works covered by this Specification which are required to be executed by Labour Intensive Construction Methods in terms of clause PSD 1.2.

PSD 3.2 Restricted Excavation using Labour Intensive Construction Methods

The following payment items will be provided for Labour Intensive Construction Methods:

Excavate for restricted foundations and footings in all materials and use for backfill or embankment or dispose utilising Labour Intensive Construction Methods Unit: m³

Extra over the above for

- | | | |
|-----|--------------------------------------------|----------------------|
| (1) | Soft excavation Class 2 (refer to PSD 1.2) | Unit: m ³ |
| (2) | Intermediate excavation (refer to PSD 1.2) | Unit: m ³ |
| (3) | Hard rock excavation (refer to PSD 1.2) | Unit: m ³ |

PSDB EARTHWORKS (PIPE TRENCHES) (Refer to SABS 1200 DB)

This specification also applies to box culvert sections and structures such as manholes junction boxes and kerb inlets.

PSDB 1 PLANT

PSDB 1.1 Excavation Equipment (Subclause 4.1)

See Clause PSDB 2.3 for restrictions on the maximum trench width which will be allowed.

PSDB 2 CONSTRUCTION

PSDB 2.1 Buttresses and Headings

Excavations shall be continuous without buttresses or headings except where, in the opinion of the Engineer and/or Employer, circumstances are such as to warrant their use, such as when required to support telephone, electricity or other poles. Buttresses will not be permitted in made up ground or where the soil has been disturbed previously.

PSDB 2.2 Timbering and Shoring

The Contractor shall provide all close and open timbering, strutting and shoring required for the safety of the excavations and any structures adjacent to the Works and shall be solely and entirely responsible for ensuring that these measures are sufficient for the purpose. Without in any way affecting or diminishing the Contractor's responsibility the Engineer and/or Employer shall have the right to instruct the Contractor to provide additional or improved timbering, shoring or strutting where he considers this necessary, and the Contractor shall have no claim for additional payment on this account.

No separate or additional payment shall be made for timbering and shoring and allowance must be made for this work in the Schedule of Quantities.

PSDB 2.3 Excavation (Subclause 5.4)

The total length of trench excavation left open at any time shall not exceed 200m. See PS 5.

The maximum trench width over the section extending from the bottom of the trench to 300mm above the top of the pipes shall not be more than 1,2 x the minimum base width specified. If this width is exceeded the Engineer and/or Employer may direct that where necessary a stronger pipe be used or that the pipe be placed on a stronger bedding. The additional cost shall be at the expense of the Contractor. No payment will be made for excavation in excess of the widths or depths indicated, or for any additional material or labour required as a consequence of such excess excavation.

In areas of cut, pipe trenches shall be excavated and backfilled to the level of cut before the surface is loosened and compacted for road construction.

Where wet material is encountered in the lower horizon of the trench "selective methods" of excavation will be required. That is, the dry material from the upper horizon is to be stockpiled adjacent to the trench, to be later used for backfilling. The wet but suitable material to be excavated and stockpiled on a pre-selected site in order to dry out and later used for backfilling. The wet but unsuitable material to be spoiled.

The decision whether or not the material is too wet and/or unsuitable rests with the Engineer and/or Employer.

The extra over for temporary stockpiling shall allow for drying out if necessary and later used as backfill.

PSDB 2.4 Trench Bottom (Subclause 5.5)

Where the bottom of the trench is excavated in rock, the bottom of the trench shall be excavated to not less than 200mm below the barrel of the pipe.

PSDB 2.5 Disposal of Soft Excavation Material (Subclause 5.6.3)

See Subclause PSD 2.8 for the disposal of surplus material and Subclause 2.9 for special transport, and PSC 2.3.2 for dumping charges.

PSDB 2.6 Material for Backfilling (Subclause 5.6.2)

Where ordinary backfilling and selected backfilling materials obtained from excavations on the Works are required to be transported less than 2,0km to the point of backfilling, no separate or additional payment shall be made for such transportation. Where the distance of transportation exceeds 2,0km, the additional transportation will be paid for as Special Transport.

All backfilling of trenches shall be carried out under the direct and continuous supervision of a skilled workman.

The surfaces of trench backfilling shall be regularly inspected for subsidence and any subsidence which occurs shall be immediately made good. The Contractor shall be entirely responsible for settling all claims for damage and injury arising from subsidence or other defects in trench backfilling.

Material imported to the Site will be paid under special transport.

PSDB 3 REINSTATEMENT OF SURFACES (Subclause 5.9)

PSDB 3.1 General

As soon as each length of drain has been inspected and approved the Contractor shall backfill the excavations and make good the surface to approval. All surface restoration shall be such as to reinstate the surface of the roadway, sidewalk, servitude, or whatever the case may be, with the same type of surfacing and to at least the same standard and condition as existed before excavation took place.

Should the Contractor fail to reinstate the surface of any trench within fourteen days of the drain concerned having been approved, the Engineer and/or Employer may, at his discretion, arrange for such reinstatement to be carried out by some other agency and the cost of this work shall be deducted from monies due to the Contractor. The Contractor shall not be relieved of any responsibility for defects or claims arising from the condition of any trench reinstated by an outside agency on the instructions of the Engineer and/or Employer.

No separate or additional payment shall be made for any labour necessary for the reinstatement of excavated or disturbed earth or other natural surfaces and the Contractor must make suitable allowance for this work on his Schedule rates for excavation. Reinstatement of grassed, paved and other improved surfaces, fences, wall etc., and the replacement of shrubs and trees will be separately measured and paid for, provided that, in the opinion of the Engineer and/or Employer, such reinstatement was not necessitated by any negligence on the part of the Contractor.

PSDB 3.2 Backfilling of Trenches in the Road Surfaced Area

One of the following methods must be used to ensure adequate shear strengths in trench backfills:

Method A. Re-using excavated material

During excavation of the trench, the material from the top 400mm of the excavation (or in the case of arterials, collectors and industrial streets, the top 550mm) must be stockpiled separately from the rest of the material being excavated. This material must then be improved through chemical stabilisation with cement and used for the base and subbase layers during backfilling, and in the case of arterials, collectors and industrial streets also for the selected subgrade layers.

The requirements for this method are given in Figure 1.

If the material is not stockpiled separately during excavation, the Engineer and/or Employer will require that material with the required properties be imported. Material that was originally stabilised can not be re-used and must be discarded.

Method B. Importing material

Import a G5 gravel material and stabilise with 60kg of cement per m³ of material. Water shall be uniformly mixed into the material. The material shall then be placed in the trench in 75 to 100mm layers and compacted to the required Mod. AASHTO densities as given in Figure 1. The final layer shall be finished to a level of 100mm below the level of the surrounding sound surface of the road.

Quality control of the backfilled structural layers can be done by measuring the shear strengths of the adjacent structural layers as well as that of the backfilled layers. The shear strength can be measured with a Dynamic Cone Penetrometer (DCP) or a Rapid Compaction Control Device (RCCD). Although the shear strengths of the backfilled layers will be measured against the undisturbed structural layers, an indication of probable acceptance on most roads can be obtained from the typical DCP and RCCD Penetration diagram shown on Figure 2.

Excavations in unconstructed verges must be backfilled in such a way that the verge is in the same condition after backfilling as it was before excavation. All excess material must be removed and not spread over the verge. Topsoil must always be removed and stored separately and replaced as the final layer.

PSDB 3.3 Permanent Reinstatement of Roads

The same method of reinstatement is used independent of the method of backfilling of the structural layers.

The permanent reinstatement of the surfacing must consist of 100mm hot-mix asphalt. The lower 70mm must be "blackbase" (26,5mm nominal stone size, continuously graded) and the top 30mm fine (4,75mm nominal stone size, continuously graded). Cold mix may only be used for temporary reinstatements. Both these surfacing layers must be compacted to 95 % Marshall density.

The reinstated surfacing must be at least 100mm wider than the trench on both sides.

The material used for the reinstatement of the surfacing shall comply with the relevant requirements of SABS 1200 MH.

In the case of roads surfaced with interlocking paving blocks, the general procedure would be to re-use the material removed during the excavation of the trench. Where new material has to be used, these must be of the same type and size as the existing material and must comply with the requirements of SABS 1058-1985 as amended.

PSDB 3.4 Permanent Reinstatement of Footways

Constructed footways must be reinstated with the same surfacing materials that existed originally (e.g. concrete blocks, slabs, etc.). Materials may be re-used if undamaged, or else replaced with similar materials.

Where private driveways and footways with non-standard materials are to be excavated, the owner must be informed in advance and in writing of the intended work. The owner must then supply the wayleave holder with the materials that are to be used for the reinstatement.

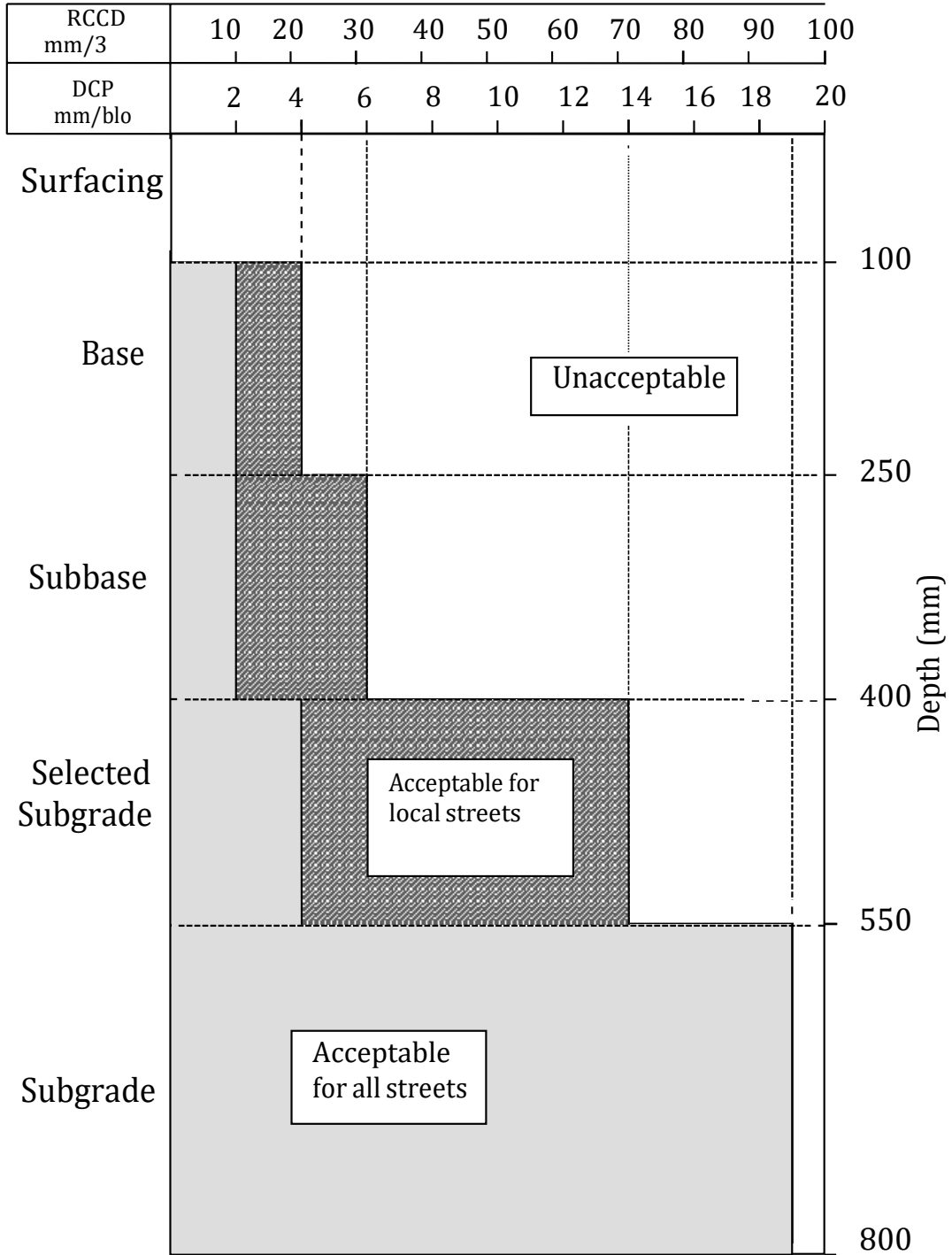
Where unconstructed verges have established lawns, these must be removed, stored and replaced in sods in such a way that the lawn is in the same condition after reinstatement as it was before excavation. If the sods are allowed to dry out or become damaged in any way, they must be replaced with similar sods.

If the unconstructed verge has been planted with garden vegetation other than lawn, the owner of the adjacent property must be consulted before excavation, to obtain instructions on what to do with the plants that are affected. Every effort must be made to preserve all plants.

<i>Layer</i>	<i>Treatment</i>		<i>Layer thickness (mm)</i>	<i>Depth (mm)</i>
Surfacing	<u>Temporary Surfacing:</u> Material from top 400 (550)mm 4 % OPC 98 % Mod AASHTO	<u>Permanent Surfacing:</u> 30mm Bitumen hot-mix fine 70mm Bitumen hot-mix:BTB	100	100
	Material from top 400 (550)mm stockpile Stabilize with 4 % OPC Compact to 98 % Mod AASHTO			
Base	Material from top 400 (550)mm stockpile Stabilize with 4 % OPC Compact to 95 % Mod AASHTO		150	250
Subbase	Material from top 400 (550)mm stockpile Stabilize with 4 % OPC Compact to 95 % Mod AASHTO		150	400
Selected Subgrade	<u>Local streets:</u> Compact to 93 % Mod AASHTO	<u>Arterials, collectors and Industrial streets:</u> Material from top 550mm stockpile Stabilize with 4 % OPC Compact to 93 % Mod AASHTO	150	550
	Compact to 90 % Mod AASHTO			
Subgrade	Compact to 90 % Mod AASHTO		250	800

Figure 1
Recommended method for permanent backfilling

Maximum Penetration



PSDB 4. MEASUREMENT AND PAYMENT

PSDB 4.1 Basic Principles (Subclause 8.1.1)

The Schedule of Rates for excavation must include for watching, barricading and lighting, timbering and shoring, trimming, selecting and transporting backfill material from any source, backfilling, compacting to 93 % mod AASHTO and testing, removing surplus spoil, surface reinstatement and all incidental work necessary.

Dewatering of normal trench seepage, which is dealt with by means of a small drainage furrow in the floor of pipe trench will not be paid for separately and the costs are to be included in other rates.

PSDB 4.1.1 Computation of Quantities (Subclause 8.2.2)

Excavation for pipes and precast box culverts will be measured separately from excavations for structures. The length measured for pipes and precast box culvert will be the actual length of pipes or box culvert and will not include the length taken up by any structure.

PSDB 4.2 Excavation (Subclause 8.3.2)

Excavation for trenches shall be measured in cubic metres for depths indicated in this schedule and measured from the existing surface level along the centreline of the trench, to under side of pipe bedding. Separate items will not be scheduled for different pipe diameters. Excavation for structures shall be measured in cubic metres for depths indicated in the schedule and measured from existing surface level, to under side of foundation slab. The area of excavation for structure is as described in PSD 2.5.

The rate for excavation and backfill, compaction and disposal of surplus material shall include the cost of producing, from the excavated material, material suitable for bedding as described in Subclause 3.4.1 of SABS 1200 LB and in PSLB 1.1 and PSLB 3.

Only when authorised by the Engineer and/or Employer in writing will imported selected materials or material from the temporary stockpile be used.

PSDB 4.3 Temporary Works: Control of Water Inflow (Subclause 8.3.4.6)

Separate payment shall only be made for dewatering which will be required, where substantial seepage occurs in the existing pipe network and which discharges into newly excavated pipe trenches. For this purpose the Contractor shall supply and lay a 100mm diameter HDPE pipe on the floor of the trench. The scheduled rate shall include for point of discharge into manhole and for the provision, maintenance and removal of equipment, if required. Normal seepage that can be taken care of by a side furrow in the trench will not be paid.

Item: Supply and lay 100mm diameter slotted HDPE pipes.

Unit: Linear metre (m).

PSDB 4.4 Disposal

Disposal of spoil from trenches shall **not** include for dumping charges at the tip site of the local authority where such tip site is used. PSC 2.3.2 provides for dumping charges at the dump site.

PSDB 4.5 Reinstatement Surfaces Complete with all Courses (Subclause 8.3.6.1)

PSDB 4.5.1 Reinstatements (Including all Preparatory Work)

<u>Item</u>	<u>Unit</u>
(i) Prime and continuously graded (medium grade) Asphalt surfacing (depth stated and including Road marking	m ²
The tendered rate shall include for overhaul, all preparation, curing, finishing, etc to complete the work to the requirements specified in the relevant SABS 1200 section.	
(ii) Grassed areas (instant lawn)	m ²
(iii) Slasto paving	m ²
(iv) Using existing paving bricks or pavers	m ²

- | | | |
|------|------------------------------------------------|----------------|
| (v) | Using new paving blocks 30 MPa | m ² |
| (vi) | Concrete paving complete (thickness specified) | m ² |

The tendered rate shall include for all materials and work necessary to complete the reinstatements all as specified in the relevant SABS 1200 section.

The rate for concrete pavement shall include for 2 layers ref. 193 mesh, compaction, texturing, curing and all construction joints.

There is no reinstatement paid for gravel areas.

PSDB 4.5.2 Reinststate the Following Ancillary Items Complete

<u>Item</u>	<u>Unit</u>	
(i)	New wire diamond mesh fencing	m ²
(ii)	New weldmesh fencing	m ²
(iii)	Brick walls (110 mm face brick)	m ²
(iv)	New precast concrete walls	m ²
(v)	Guardrails (used)	m

The rate shall include for all material, work and finishing all to the relevant SABS 1200 section.

PSDB 4.6 Additional Scheduled Items (Subclause 8.3)

PSDB 4.6.1 Item: Extra Over for Temporary Stockpiling

Unit: m³

Due to the limited space for placing excavated material adjacent to trenches, temporary stockpiling at a designated site may be necessary. Material so stockpiled on the written instructions of the Engineer and/or Employer will be measured in its final position in the works after placing and compaction.

The rate will be extra over all items involving excavation and backfill and shall cover the extra cost, except overhaul, of clearing, temporary stockpiling, maintaining the stockpile, loading, removing the stockpile, transporting within a freehaul distance of 2,0km and its final shaping after removal.

Overhaul shall be measured beyond the freehaul of 2,0km.

PSDB 4.6.2 Backfilling of Trenches in the Road Surfaced Area

<u>Item</u>	<u>Unit</u>
(i) Backfilling of trench in the road surfaced area using Method A	m ³
(ii) Backfilling of trench in the road surfaced area using Method B	m ³

The rate will be extra over all items involving excavation and backfill and shall cover the extra cost of stockpiling the material separately during excavation as described in PSDB 3.2, as well as the cost for the chemical stabilisation. In the case of Method B it will also cover the cost of importing the G5 material including transport cost and chemical stabilisation.

PSDK GABIONS AND PITCHING

PSDK 1 Additional Scheduled Items (Subclause 8.2)

Concrete block gravity retaining wall (description)

- a) Excavation in soft material cubic metre (m³)
- b) Concrete to strip foundation
(Class indicated)..... cubic metre (m³)
- c) Concrete block gravity retaining wallsquare metre (m²)
- d) Hand compaction of backfill material
compacted to 90% of modified AASHTO
density cubic metre (m³)

The unit of measurement for the various sub items shall be either the cubic or square metre as indicated.

Quantities shall be calculated from the dimensions shown on the drawings or as otherwise authorised. The quantity of excavation classified in accordance with SABS 1200DB shall be calculated from the neat outlines of the strip foundation or such other authorised width and the average depth of excavation. In calculating the area of block wall the height shall be taken as the vertical dimension from the top of the foundation to the top of the wall. The quantity for hand compaction shall be calculated from the height of backfill above the top of the foundation and a width of 800 mm behind the wall.

The tendered rate shall include full compensation for furnishing all materials and labour as well as for all work and incidentals required to complete the work as specified.

The rate for excavation shall include for trimming and clearing the bottom and side of excavations, for dealing with any surface water and for the disposal of excavation material unsuitable for backfilling.

The rate for the block gravity retaining wall shall include for any accessories which may be required such as keys as necessary to complete the wall in accordance with the block manufacturer's requirements.

PSGA CONCRETE (SMALL WORKS) (Refer to SABS 1200 GA)

PSGA 1 TOLERANCES

PSGA 1.1 Degree of Accuracy (Subclause 6.1.1 and 6.4)

Degree of Accuracy II is required for all formed concrete surfaces which are exposed to view and for wood and steel-floated surfaces and granolithic finishes. The Degree of Accuracy III, referred to in Subclause 6.1.1. of SABS 1200 GA, shall apply elsewhere.

PSGA 2 TESTS

PSGA 2.1 Testing by Contractor (Subclause 7.2)

PSGA 3.1.1 The Contractor shall be responsible for the making and testing of all cubes which are necessary to obtain the valid test results referred to in Subclause 7.1.2 of SABS 1200 GA and shall submit these results, together with his comments on compliance with the acceptance criteria detailed in Subclause 7.3 of SABS 1200 GA, to the Engineer and/or Employer as soon as they become available.

When directed to do so, the Contractor shall make and cure additional cubes for testing in an independent laboratory. Separate payment will be made for these cubes, as well as the testing thereof.

The Engineer and/or Employer may require further tests to be carried out anywhere on the Works.

The Engineer and/or Employer may, entirely at his discretion, permit test cores to be cut from any concrete on the Works which has been shown, by means of cube tests, to be defective. Cores shall be cut and tested as laid down in SABS 865. If the core tests indicate that the required strengths have been attained, the concrete shall, notwithstanding the failure of the cube tests, be regarded as acceptable.

Concrete, which is below strength, excessively honeycombed, or in any other way defective, shall be remedied in an approved manner and, if considered necessary by the Engineer and/or Employer, shall be cut out and replaced, entirely at the cost of the Contractor.

Concrete cube tests will be paid for only where the tests indicate that the required strengths have been achieved. No separate or additional payment shall be made in respect of slump tests and allowance for these must be made in the Schedule Rates for concrete. No separate or additional payment shall be made in respect of core tests.

PSLB BEDDING (PIPES) (Refer to SABS 1200 LB)

PSLB 1 MATERIALS

PSLB 1.1 Selection (Subclause 3.4)

It is anticipated that the materials excavated from the trenches will, when selected and sieved, provide the selected granular material required for the bedding cradle as well as the selected fill material for the selected fill blanket.

Only when authorised by the Engineer and/or Employer in writing will imported selected materials be used.

PSLB 2 CONSTRUCTION

PSLB 2.1 Trench Width (Subclause 5.1.1.1)

The Contractor shall so excavate each trench that the width conforms to the requirements of Sections PSDB 2.3 and SABS 1200 DB Subclause 8.2.3.

PSLB 3 MEASUREMENT AND PAYMENT (Subclause 8)

PSLB 3.1 Provision of Bedding (Subclause 8.2.1)

Due to the probability of suitable material being available from the excavations, separate items for the provision of bedding materials have not been included. All costs relating to the provision of materials for bedding shall be included in the rates for excavation and backfill of trenches (See Subclause 1.1).

PSLE STORMWATER DRAINAGE (Refer to SABS 1200 LE)

PSLE 1 MATERIALS

PSLE 1.1 Precast Concrete Pipes (Subclause 3.1)

Precast concrete pipes shall be provided with ogee (interlocking) joints.

PSLE 1.2 Bricks (Subclause 3.4.1)

All bricks used on the Works shall be smooth bricks complying with the requirements of SABS 227 for Engineering Class, or Facing Class, Bricks. Water absorption as determined in accordance with SABS 227 shall not exceed 10 % over 24 hours. A sample of six bricks shall be submitted for approval prior to any bricks being used on the Works. If approved, the sample bricks will be retained as standards for comparison.

Bricks may be examined and tested for compliance with the Specification at any stage of delivery, storage, or use on the Works. Should the number of reject bricks in any batch be considered by the Engineer and/or Employer to be excessive, the entire batch will be rejected and shall be removed from the Site.

PSLE 1.3 Manhole Covers and Frames (Subclause 3.4.3)

Cast Iron Manhole covers and frames shall comply with SABS 558 and, where not otherwise indicated, Type 2A shall be used in roadways and Type 4A elsewhere. **All exposed surfaces of covers and frames shall be painted with an approved bituminous composition.**

PSLE 2 CONSTRUCTION

PSLE 2.1 Loads Imposed by Construction Vehicles (Subclause 5.2.1)

The Contractor shall exercise due care not to damage, overstress or displace any prefabricated culverts with his own traffic or compaction equipment. Where loads exceeding those prescribed in the appropriate statutory provisions are likely to pass over completed culverts, the Contractor shall provide additional cover over the culverts so as to ensure that the design stresses on the culverts will not be exceeded. No additional payment will be made for the

provision and subsequent removal of the additional cover. Generally, the depth of the compacted cover over the culvert under construction loads may not be less than the diameter of the culvert, unless concrete encasement is provided.

PSLE 2.2 Brick Works

See also Particular Specifications PA. Brickwork.

All brickwork shall be accurately set out and built true and plumb in a sound and workmanlike manner to the dimensions and details indicated. Brickwork of one brick thickness and greater shall be constructed in English bond.

All brickwork shall be laid in freshly mixed concrete mortar. Exposed brickwork shall be finished off smooth and fair and shall be treated as facework. Joints shall not be narrower than 6mm, nor wider than 10mm and, on exposed faces, shall be either ruled, or rubbed, as directed.

Bricks shall be well soaked with water before use and the previous course shall be wetted before bricks are laid thereon.

No wet grouting of brickwork joints will be allowed. Faces of bricks in contact shall be fully buttered, or the bricks shall be squeezed up one against the other. Where bricks are squeezed up, a sufficient thickness of mortar shall be applied to completely fill the joints.

Cement mortar shall be composed of one part of Portland cement to not more than four parts of sand with up to one quarter part of hydrated lime to improve workability, if required. The minimum compressive strength of mortar cubes at 28 days, tested as specified in Appendix D of Chapter 8 of SABS Standard Building regulations, shall be 10 MPa.

Materials shall be accurately and separately gauged in a loose condition in boxes made for the purpose. Mixing shall be done on a clean timber or steel platform with tight joints.

Mortar shall not be used more than 60 minutes after the time that cement was added to the mix. Retempering of mortar will not be permitted.

An allowance of 75mm beyond the outer face of brickwork shall be made in excavations to allow for the brickwork to be laid.

PSLE 2.3 Butt-ended Precast Rectangular Culverts (Subclause 5.2.5(c))

Joints of butt-ended, precast rectangular concrete culverts shall be covered by geofabric blanket and applied as specified in Subclause 5.2.4 of SABS 1200 LE.

PSLE 2.4 Joining New Pipes to Existing Structures

Where shown on the drawings or directed the Contractor shall connect new stormwater drainage pipes to existing manholes, junction boxes, catchpits or similar structures. Payment will be made under the applicable items elsewhere in the Schedule of Quantities.

PSLE 3 BACKFILLING OF PREFABRICATED CULVERT UNITS (Subclause 5.4)

PSLE 3.1 Soilcrete

PSLE 3.1.1 Mixing and Placing

- (a) Where so ordered or schedules, the culverts shall be back-filled with soilcrete in lieu of a compacted gravel or lean concrete. Soilcrete shall consist of an approved soil or gravel mixed with 5 % by mass of Portland cement or Portland blastfurnace cement and only sufficient water to give it a consistency such that, when the soilcrete is placed (see (c) below), all voids between the culvert and the side of excavations, and all voids between culverts in the case of multi-barrel culverts, are properly filled. The height to which the backfill in soilcrete is taken shall be as determined by the Engineer and/or Employer or shown on the drawings and any remaining backfilling shall be carried out with a granular material as specified.
- (b) The aggregate used for soilcrete shall be a sandy material but may contain particles of diameter up to 38mm and it shall have a PI of less than 10. Material containing detrimental amounts of silt or clay shall not be used for soilcrete. The aggregate shall be obtained from an approved source.
- (c) The soilcrete shall be mixed on site by means of suitable concrete mixers and the water and cement contents shall be carefully controlled. The material shall be placed and then thoroughly compacted by means of vibrators so that all voids are filled. Stones or other approved formwork shall be packed at culvert ends to prevent the soilcrete from flowing outside the required limits.

PSLE 3.1.2 Measurement and Payment for Soilcrete

Unit: m³

The volume will be calculated from the authorised plan dimensions of the excavations and the height of the backfilling in soilcrete. The volume occupied by conduits or other structures will not be included in the quantities measured.

The rate shall be extra over backfill and shall cover the cost of constructing soilcrete backfilling complete, including Portland cement or Portland blast-furnace cement calculated at the rate of 5 % of the dry mass of the soil used.

Overhaul will not be paid on any cement, water, or aggregate used for soilcrete.

PSLE 4 MEASUREMENT AND PAYMENT

PSLE 4.1 Supply and Lay Concrete Pipes (Subclause 8.2.1)

Deductions will be made for the internal length of manholes and no payment will be made for cutting pipes.

Pipes are to be laid with interlocking joints.

PSLE 4.2 Supply and Install Manholes, Catchpits and the Like (Subclause 8.2.8)

The rate for manholes, catchpits and the like shall not include the cost of excavation and backfilling.

PSME SUBBASE (Refer to SABS 1200 ME)

PSME 1 MATERIALS

PSME 1.1 Physical Properties: CBR at Specified Density (Subclause 3.2.1(d))

The CBR at 95 % of modified AASHTO maximum density equal to or greater than 25 will be acceptable irrespective of regional factor.

PSME 1.2 Materials for Road Stabilisation (Subclause 3.3)

Lime for road stabilisation shall be hydrated lime complying with SABS 824. The precautions described in the appendix to SABS 824 shall be strictly observed when lime is handled or used.

All stabilising agents used on the Works shall be kept under cover and be adequately protected from moisture up to the time of use. Consignments of stabilising agents shall not be used without approval.

PSME 2 CONSTRUCTION (Subclause 5)

PSME 2.1 Borrow Areas (Subclause 5.2)

Borrow areas with suitable material will be located by the Engineer and/or Employer.

PSME 2.2 Width of Layer (Subclause 5.4.1)

The subbase layer shall extend 150mm beyond faces of kerbs. In the absence of kerbs, the subbase shall extend 150mm beyond the designed width of the base course.

PSME 3 MEASUREMENT AND PAYMENT

PSME 3.1 Additional Scheduled Items (Subclause 8.3)

PSME 3.1.1 Item: Construct subbase with in-situ material suitably graded to comply with required lines and levels, and to the following layer thickness:-

(a) 100mm

(b) 125mm

(c) 150mm

Unit: m³

The rate tendered shall include the cost of all operations described in Section ME of SABS 1200.

PSMF **BASE (Refer to SABS 1200 MF)**

PSMF 1 **CONSTRUCTION**

PSMF 1.1 Width of Layer (Subclause 5.4.1)

In the absence of kerbs, the base course shall extend 150mm beyond the designated width of the asphalt surfacing.

PSMF 1.2 Compaction (Subclause 5.4.4)

Each layer shall be constructed in accordance with the provisions and requirements of this clause and shall be compacted to 86 % of apparent density when tested as laid down in Test Method A 10 (a) of Standard Methods of Testing Materials.

PSMH ASPHALT BASE AND SURFACING (Refer to SABS 1200 MH)

PSMH 1 MATERIALS

PSMH 1.1 Prime (Subclause 3.1)

Grade 1/4P road tar prime, or inverted bitumen emulsion, as directed.

If the prime does not penetrate adequately into the base course layer, between 10 % and 30 % by volume of high temperature wood-preserving (HHTWP) creosote shall be added to and mixed with the prime material, as directed by the Engineer and/or Employer. Mixing may be done by introducing the creosote directly into the distributor and using the circulating system to achieve mixing.

PSMH 1.2 Tack Coat (Subclause 3.3)

Anionic bitumen emulsion.

PSMH 1.3 Bituminous Binder (Subclause 3.4)

The bituminous binder for the hot-rolled asphalt bases and wearing courses and precoated chips shall be 40/50 or 60/70 penetration -grade bitumen as directed complying with SABS 307.

PSMH 1.4 Aggregates (Subclause 3.5)

PSMH 1.4.1 Grading (Subclause 3.5.8)

The grading for the combined aggregate shall fall within the grading limits in Table 2 of Subclause 3.5.8 of SABS 1200 MH under the column for "Continuously graded - Medium".

PSMH 1.4.2 Mineral Filler (Subclause 3.6)

If the grading of the combined aggregates for asphalt surfacing mixes shows a deficiency in fines, an approved mineral filler may be used to improve the grading. Mineral filler may consist of "active" mineral filler as defined hereinafter or of inert material such as rock dust having the required grading necessary to improve the grading of the combined aggregates. In no instance shall the mass of the active mineral filler constitute more than 2 % of the mass of the total aggregate mix. Inert mineral filler such as rock dust used to improve grading will not be subject to this limitation.

The Engineer and/or Employer may order the use of any active mineral filler to improve the adhesion properties of the aggregate. Active mineral filler shall consist of milled blast furnace slag, hydrated lime, Portland cement, Portland blast furnace cement or a mixture of any of the above materials. Individual materials shall comply with the requirements of the relevant SABS or other specifications for such material.

Active filler shall have at least 70 % by mass passing the 0,075mm sieve and a bulk density tolerance falling between 0,5 and 0,9 g/ml. The voids in dry compacted mineral filler shall be between 0,3 % and 0,5 % when tested in accordance with the requirements of BS 812.

PSMH 2 TOLERANCES

PSMH 2.1 Thickness (Subclause 6.3.4)

Premix wearing courses of nominal indicated thickness less than 30mm shall be nowhere thinner than the nominal indicated thickness less 3mm. Where the nominal indicated thickness is 30mm, or greater, the wearing course shall be nowhere thinner than the nominal indicated thickness less 5mm. Premix wearing courses shall be laid to follow the longitudinal profiles of kerbing and not of base courses.

Irregularities and variations exceeding the limits specified above shall be corrected by the Contractor at his own expense in an approved manner.

PSMH 3 MEASUREMENT AND PAYMENT

PSMH 3.1 Units of Measurement

PSMH 3.1.1 Asphalt (Subclause 8.5.4)

The unit of measurement for asphalt surfacing shall be the square metre (m²) or as indicated in the Schedule. Thickness of surfacing will be stated.

The scheduled rate must allow for supplying, transporting, laying, compacting and finishing the wearing course, for all prime and tack coats required and for all incidental costs. The scheduled rate must also include for the reinstatement of the road markings. No payment shall be made for any material required in addition to the quantities determined from the nett indicated dimensions, excluding tolerances.

PSMK KERBING AND CHANNELLING (Refer to SABS 1200 MK)

PSMK 1 CONSTRUCTION

PSMK 1.1 General

Kerbing shall be either precast or cast-in-situ, as indicated and channelling shall be cast-in-situ.

Where surplus material from excavations can be disposed of by the placing and compaction behind kerbs and in sidewalks the payment of the backfill is included under the relevant items in section DB.

PSMK 1.2 Cast In-situ Kerbing

PSMK 1.2.1 Concrete (Subclause 3.7.1 and 3.7.2)

Cast-in-situ kerbing and channelling shall be constructed of Class 25/13 concrete and cores will be the criteria on which the strength is judged and will be to Concrete Society Report No 11. The frequency of testing will be 3 cores/300m. The positions of sleeve pipes across roads shall be indicated on cast-in-situ kerbing as specified.

When kerbing machine is used, the following should be observed:

The concrete mix is to be designed to produce a “no voids” situation when looking at the total concrete grading.

Should the temperature be above 30°C the dry kerb mix is to be sprayed with a curing compound to assist water retention.

Before work starts the ground is to be saturated along the proposed line of the kerb. After placing and finishing off the kerb surface is to be cured with a curing compound complying with ASTM water retention figures.

PSMK 1.2.2 Plant (Subclause 4.1)

It is specifically required that, whichever kerbing machine is used, the face of the piston in contact with the concrete is constructed and maintained to give an even pressure across the whole width of the kerb.

PSMK 1.3 Vehicle Entrances

Vehicle entrances through barrier kerbing shall be located symmetrically opposite existing vehicle gateways and wherever else directed. They shall be constructed as indicated and the area between the kerb and the gate shall be adequately compacted.

PART C : PARTICULAR SPECIFICATIONS

PA BRICKWORK

PA 1 SCOPE

PA 1.1 This specification covers the construction of brickwork in walls of drainage structures, in retaining walls and free standing walls, including brick skins to concrete walls.

PA 2 INTERPRETATIONS

PA 2.1 The supporting specifications of the Contract are listed in Subclause PS 11 of the Project Specification.

PA 3 MATERIAL

PA 3.1 Cement

Cement is to be Portland Cement of normal setting quality complying with SABS Specification 471 or Portland Cement 15 (PC 15) complying with SABS Specification 831 and must be used fresh.

PA 3.2 Sand

Building sand it to be clean, sharp, coarse sand free of all impurities, washed if so directed and complying with SABS Specification 1090.

Building sand is to be approved clean pit sand free from roots or other vegetable matter and screen before use.

No sand from excavations on the site is to be used except with the prior approval of the Engineer and/or Employer.

PA 3.3 Water

Water is to be clean, fresh and free from impurities.

PA 3.4 Bricks

Bricks for use in the Works shall comply with the requirements of SABS 227.

Common bricks shall be engineering grade bricks obtained from a manufacturer approved by the Engineer and/or Employer. Bricks for load bearing brickwork shall have a minimum crushing strength of 28 MPa.

Face bricks shall be those manufactured by Corobrik or other approved manufacturer and shall be of the types specified, scheduled or ordered. They shall be specially selected, free from blemishes, spare on all faces, uniform in size, shape and colour and equal to approved samples.

PA 3.5 Brickwork Reinforcement

Brick reinforcement shall consist of two 3,55mm diameter main wires with 2,80mm diameter cross wires at 300mm centres and manufactured from hard-drawn steel wire conforming to BS 785 welded at intersections.

PA 3.6 Wire Ties

Wire ties generally shall be 4mm galvanised steel crimped wire ties or “Modified PWD” type galvanised steel wire ties. Ties in hollow walls shall be “Butterfly” type galvanised ties complying with SABS Specification 28.

PA 3.7 Cement Mortar

Unless otherwise stated all brick walls are to be built in cement mortar consisting of one part of Portland cement to not more than four parts of sand with up to one quarter part of hydrated lime to improve workability, if required.

PA 4 PLANT

The construction of the brickwork is predominantly labour based. The Contractor shall provide all tools and setting out devices to ensure that brickwork is built true to line and level and to a high standard of workmanship.

PA 5 CONSTRUCTION

PA 5.1 Brickwork Generally

Except where otherwise described, all brick walls are to be built in English bond. Walls in thicknesses of more than one skin are to have the skins tied together with 4mm galvanised crimped wire ties, approximately six ties per square metre.

Hollow walls are to have the skins tied together with 4mm galvanised wire butterfly type hollow wall ties with dip in centre, approximately six ties per square metre.

Bricks are to be soaked in water immediately before being laid and the course of bricks last laid is to be well wetted before laying a fresh course upon it. Brickwork is to be properly bedded and all joints flushed up solid at every course. Mortar joints are in no case to exceed 10mm thickness and all perpend and angles are to be plumb.

No wall is to be carried up more than 1,2m higher than adjoining work except as shown upon the drawings.

Whole bricks are to be used except where bats or closers are required to form bond and no false headers are to be used in bonded walls.

Care must be taken to keep cavities of hollow walls free from mortar droppings or other matter as the work proceeds and temporary openings are to be formed by building every third brick at damp course level in sand, through which the full height of the cavity can be cleaned at completion and the temporary openings are then to be made good.

PA 5.2 Face Brickwork

Face bricks are to be selected for uniformity in colour and size.

All faced work is to be built in horizontal stretcher bond unless otherwise described with horizontal and vertical joints raked out and pointed with neat joints as described as the work proceeds. All perpendes are to be accurately kept.

Special care must be taken to preserve the arises and faces of face bricks, etc., during transit and handling.

All cutting to face bricks is to be done with a carborundum or other approved high speed brick saw.

Faced work is to be carefully protected from injury and mortar splashes and thoroughly cleaned down on completion. Any resultant blemishes are to be removed with "Corium 93" or other approved material in accordance with the manufacturer's instructions to the entire satisfaction of the Engineer and/or Employer. No oiling will be allowed.

PA 5.3 Cement Mortar

PA 5.3.1 Proportioning.

Properly constructed gauge boxes are to be provided for the exact measurement of the constituent parts of the mortars. The practice of measuring by ordinary wheelbarrows or shovels will not be permitted.

The materials shall be thoroughly mixed together in a dry state before the water is added.

PA 5.3.2 Plasticisers

The use of plasticisers will not be permitted unless specified by the Engineer and/or Employer.

PA 5.3.3 Re-constitution

Mortar is to be used within 60 minutes after the time that cement was added to the mix. Any mortar left after this time is to be discarded. On no account may mortar be re-constituted.

PA 6 TOLERANCES

PA 6.1 The tolerances shall be as specified in Subclause 6.4(b) of SABS 1200 GA. Degree of Accuracy III shall apply to brick drainage structures and Degree of Accuracy II shall apply to retaining walls. In addition the tolerance for verticality per metre height shall not exceed 5mm.

PA 7 TESTS

PA 7.1 Taking of Tests and Samples

The Engineer and/or Employer shall have free access to the work for taking samples and carrying out tests. The Contractor shall carry out sufficient tests to satisfy himself that bricks shall comply with the requirements of SABS 227.

PA 8 MEASUREMENT AND PAYMENT

PA 8.1 Civil Engineering Quantities 1990

Measurement and payment will be as specified in the "Civil Engineering Quantities 1990", prepared by the South African Institution of Civil Engineering.

Payment shall include for the following:

PA 8.1.1 Brickwork generally

Prices for brickwork are to include for hacking face of or raking out joints of brickwork where necessary to form key for plaster, etc., and for plumbing angles and surfaces, all square cutting, wedging and pinning against columns, beams, slabs, etc., for all waste in cutting and wire ties required in tying skins together as previously described.

Prices for hollow walls are to include in addition to the foregoing for keeping the cavities clean and free of mortar droppings and for butterfly type wall ties all as described.

Where items are described as cut and pinned, built in, bedded, wedged and pinned, etc., prices are to include for grouting in or bedding solid with cement mortar as above described unless otherwise stated.

PB SUBSURFACE DRAINS

PB1 SCOPE

This section covers the installation of subsurface drains.

PB2 EXCAVATION AND BACKFILL

Excavation for sub-surface drains shall be carried out as specified for stormwater pipe drains.

Excavations for sub-surface drains shall be measured as specified for stormwater drains but paid for separately. Where “Flo Drains” (as manufactured by Kaytech) are laid in the new stormwater drainage excavations, excavations and backfilling for the subsoil drainage is not paid. That is the “Flo Drain” is laid at the time of backfilling of the stormwater drainage trench.

PB3 PIPES FOR SUBSURFACE DRAINS

The unit of measurement for pipes shall be the metre of pipe, measured in place along its centre line, including the length of fittings.

Item: Supply and lay 100mm diameter HDPE pipes.

Unit: Linear metre

The tendered rate shall include full compensation for procuring, furnishing, laying and jointing the pipes and fittings as specified.

PB4 CONNECTION TO EXISTING AND NEW KERB INLET OR MANHOLE

Item: Connect into existing and new kerb inlet or manhole.

Unit: No

The tendered sum shall include for breaking into and connecting into the existing manhole or kerb inlet, or build into the new manhole or kerb inlet, making good all benching, chamber walls,

etc and for providing all necessary pipework and fitting to make the connection including flexible joints outside the manhole.

PB5 PERMEABLE MATERIAL (CRUSHED STONE)

Filter media for sub-surface drains shall, where not otherwise indicated consist of concrete aggregates complying with SABS 718. The coarse aggregate shall be 19mm nominal size.

Filter media for sub-surface drains shall be measured in cubic metres and the Schedule Rates must allow for supply, delivery and placing in the trenches. No allowance will be made for additional media required to fill over breaks and excess excavation.

Item: 19mm crushed stone obtained from commercial sources

Unit: Cubic metre

The tendered rate shall include full compensation for procuring, furnishing and transporting from the commercial sources and placing the material as specified.

PB6 GEOFABRIC BLANKET

Item: Synthetic-fibre filter fabric (U24 or similar)

Unit: Square metre

The Engineer and/or Employer's approval of the make and grade of the geofabric shall be obtained by the Contractor before the Contractor orders any geofabric or uses it on the Works.

Where specified that synthetic-fibre filter fabric shall be used for lining in subsoil drainage systems, it shall be procured, furnished and installed as specified and shown on the drawings. The lining shall not be displaced or damaged in any way when the trench is being filled with natural permeable material.

Filter fabric shall be stored under suitable cover and shall not be exposed to direct sunlight for prolonged periods and shall be protected from mechanical damage during installation and construction.

The tendered rate shall include full compensation for furnishing, procuring, cutting, overlapping, jointing, placing and protecting the filter fabric as specified, as well as for wastage.

PB7 FLO DRAIN (KAYTECH)

Item: Supply, lay and bed "Flo Drain" (750mm depth) manufactured by Kaytech or similar.

Unit: Linear metre

The rate shall include for all work, materials etc to lay the drains complete.

See PB2 for excavation and backfill.

PMN TRAFFIC CALMING ELEMENTS

PMN 1 SCOPE

This specification covers the construction of speed humps, platform humps and mini-circles.

PMN 2 INTERPRETATION

PMN 2.1 Supporting Specifications

Where this particular specification is required on a project, the following specifications shall, inter-alia, form part of the contract documentation.

- a. The Project Specification;
- b. SABS 1200A or SABS 1200AA, as applicable;
- c. SABS 1200 MG;
- d. SABS 1200 MH;
- e. SABS 1200 MK;
- f. SABS 1200 MM.

PMN 2.2 Application

This specification contains clauses that are generally applicable to the construction of traffic calming elements on existing roads and new roads.

PMN 3 MATERIAL

PMN 3.1 Prime

Prime shall comply with SABS 1200 MH clause 3.1.

PMN 3.2 Tack Coat

Tack coat shall comply with SABS 1200 MH clause 3.3.

PMN 3.3 Asphalt surfacing

Asphalt shall comply with all the requirements of SABS 1200 MH for continuously graded asphalt surfacing.

PMN 3.4 Guardrails, Posts and Reflector Plates

Guardrails, posts and reflector plates shall comply with the requirements of SABS 1200 MM clause 3.1.

PMN 3.5 Road Signs

Road signs shall comply with SABS 1200 MM clause 3.2.

PMN 3.6 Road Marking Materials

Road marking materials shall comply with SABS 1200 MM clause 3.3.

PMN 3.7 Pre-Cast Kerbing

Pre-cast kerbing shall comply with SABS 1200 MK clause 3.2.

PMN 4 PLANT

PMN 4.1 General

All plant and equipment shall be of adequate rated capacity and in good working condition, and shall be so designed and constructed as to cause a minimum of dust, nuisance and pollution.

All plant shall be operated by properly qualified and experienced operators. All plant and equipment that are operated on the road during construction shall be free from any binder, fuel, or oil leaks. No refuelling or servicing of any equipment shall take place while such equipment is on the road.

All plant and equipment shall be suitable to handle small quantities of asphalt which are placed by hand.

PMN 4.2 The following plant shall be available on site:

- a) Light delivery vehicle.
- b) Tipper truck to transport and temporarily store asphalt, fitted with a tarpaulin to cover the asphalt.
- c) Asphalt cutting machine.
- d) Hand operated roller and hand tampers.
- e) Water container with at least 200 l capacity.
- f) Hand spreader to apply tack coat.
- g) Wheel barrow.
- h) Picks, spades and rakes.
- i) Brooms.

PMN 5 MEASUREMENT AND PAYMENT

PMN 5.1 Accommodation of Traffic

Accommodation of traffic will not be measured separately. The cost for accommodation of traffic shall be included in the preliminary and general items. (Refer to Clause PSA 8).

The supply and erection of temporary road signs ordered by the Engineer and/or Employer for the accommodation of traffic will be measured separately. (Refer to Clause PSD 2.4).

PMN 5.2 Cutting of Existing Asphalt

Existing asphalt shall be neatly cut with a cutting machine along the lines as shown on the detail drawings before the existing asphalt is removed. Cutting of existing asphalt shall be measured per meter length irrespective of the thickness of the existing asphalt.

PMN 5.3 Removal of Asphalt

The existing asphalt needs to be partly removed for the construction of speed humps and raised pedestrian crossings as indicated on the detail drawings. The removal of existing asphalt will be measured per square meter irrespective of the thickness of the asphalt. The total asphalt layer shall be removed for asphalt layers thinner than 25 mm. A minimum thickness of 25 mm shall be removed where the existing asphalt layer is thicker than 25 mm.

PMN 5.4 Prime Coat

Prime coat using 60/70 penetration grade bitumen shall be applied at a rate of 0,7 litre per square meter on existing gravel or crushed stone base courses. The provision and applying of prime coat will be measured per square meter.

PMN 5.5 Tack Coat

Tack coat using 30% cationic stable grade emulsion shall be applied at a minimum rate of 0,55 litre per square meter on existing bituminous surfaces. The provision and applying of tack coat will be measure per square meter.

PMN 5.6 Placing of Asphalt

The supplying and placing of asphalt shall be measured per cubic meter. The volume shall be calculated by multiplying the area of the cross section as indicated on the detail drawings with the width of the facility.

Note: The finished profile shall not be lower than the specified profile and be a maximum of 10mm higher than the specified profile.

PMN 5.7 Road Signs and Road Markings

Road signs and road markings will be measured in accordance with SABS 1200 MM.

PART D : PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

D1	SCOPE
D2	INTERPRETATIONS
D3	PERMITTED SOURCES OF TEMPORARY WORKERS
D4	EMPLOYMENT RECORDS TO BE PROVIDED
D5	VARIATIONS IN WORKER PRODUCTION RATES
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D9	LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
D10	THE SUBCONTRACTORS' WORKFORCES
D11	MEASUREMENT AND PAYMENT

D1 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

D2 INTERPRETATIONS

D2.1 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Construction Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

D2.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Construction Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (i) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation

- (ii) "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 and/or Employer, 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
- (iii) "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
- (iv) "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
- (v) "Workforce" means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (vi) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

D2.3

Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

D3

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 which is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

D4 **EMPLOYMENT RECORDS TO BE PROVIDED**

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer and/or Employer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer and/or Employer.

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 and/or Employer 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.

D5 **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.

D6 **TRAINING OF THE TEMPORARY WORKFORCE**

Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part E.

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 E.

The provision of structured training as described in Part E 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 E, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

RECRUITMENT AND SELECTION PROCEDURES

The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

The Contractor shall advise the Engineer and/or Employer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (i) Name, address, age and sex
- (ii) Marital status and number of dependants
- (iii) Qualifications and previous work experience (whether substantiated or not)
- (iv) Period since last economically active
- (v) Preference for type of work or task.

The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

- (i) 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 -
 - all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - 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.
- (ii) Preference shall be given to the unemployed and single heads of households.
- (iii) 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.
- (iv) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

After making his selection, the Contractor shall advise the Engineer and/or Employer thereof, in writing and the Engineer and/or Employer shall, without undue delay, ratify the Contractor's selection.

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.

The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce.

D8 **TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE**

D8.1 All temporary workers engaged in accordance with the provisions of the Construction 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.

D8.2 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Construction Specifications, not less than the minimum rate of remuneration as specified by the Department of Labour for the Gauteng area

D9 **LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES**

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.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved 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 by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures, 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.

D10

THE SUBCONTRACTORS' WORKFORCES

The provisions of this Part F 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.

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.

D11

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 Construction Specifications shall, except to the extent provided for in Part E as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Bill of Quantities.

PART E: PROVISION OF STRUCTURED TRAINING

CONTENTS

E1	SCOPE
E2	INTERPRETATIONS
E3	ENGINEERING SKILLS TRAINING
E4	ENTREPRENEURIAL SKILLS TRAINING
E5	MEASUREMENT AND PAYMENT

E1 SCOPE

This specification covers the requirements for the provision of the following training:

- (i) Specified structured training to selected members of the workforce and small, medium and micro enterprises (SMME's) by a selected Subcontractor as appointed by the Employer.
- (ii) Additional training deemed necessary by the Contractor, to members of the workforce and small, medium and micro enterprises (SMME's).

E2 INTERPRETATIONS

E2.1 Supporting documents

The Tender Rules, Conditions of Contract, Standard, Supplementary and Specific Specifications and Construction Specifications and drawings shall *inter alia* be read in conjunction with this specification.

E2.2 Application

The provisions of this specification shall apply in respect of all workers and small, medium and micro enterprises other than the Contractor's key personnel, who are engaged on the execution of the works.

E3 ENGINEERING SKILLS TRAINING

The Contractor shall, from the commencement of the contract, implement a structured training programme comprising of the training delivered by the Selected Subcontractor and any additional training as provided for by the Contractor, in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, small, medium and micro enterprises engaged thereon, in a

programmed and progressive manner. Selected workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

E3.2 Training programme

The skills training programme to be implemented by the Selected Subcontractor shall comply with the following minimum standards:

- a) Be accredited by the Civil Engineering Industry Training Scheme (CEITS) or other institution recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
- b) Be delivered by suitably qualified and experienced trainers accredited to do so.

E3.3 In house training

The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- (i) The name of the accredited training institution and programme
- (ii) The various aspects of each type of training comprised in the programme
- (iii) The manner in which the training is to be delivered
- (iv) The numbers and details of the trainers to be utilized.

Details of such additional skills training shall be attached to Form H of the forms to be completed by the Tenderer.

E3.4 Additional training

The Contractor shall be responsible for the provision of the following necessary for the delivery of the specified and additional skills training programme, including the following:

- (i) Sufficient skilled, competent and accredited trainers to deliver the additional training programme to workers in accordance with the training programme
- (ii) A suitably furnished venue
- (iii) Transport of the workers as required
- (iv) Tools, equipment, and teaching aids
- (v) Stationery and all other necessary materials.

E3.5 Selection of candidates

Members of the workforce will be selected by the Engineer and/or Employer, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Engineer and/or Employer.

The following will be taken into account in the selection of the workers to receive the specified training:

- (i) Previous experience (if any)
- (ii) Previous courses completed (if any)
- (iii) Module specific requirements.

E3.6 Duration of training

The Contractor shall allow in his programme for the selected members of the workforce to be engaged in the specified training modules.

Provision must also be made by the Contractor for members of the workforce to receive any additional training as provided for by the Contractor.

E3.7 Training hours

All specified skills-related training shall take place only during normal working hours and the Contractor shall ensure that the selected workers are available at the appropriate times to undergo such training.

E3.8 Approval of training

Both the Selected Subcontractor's and the Contractor's additional training programme shall be subject to the approval of the Engineer and/or Employer, and if so instructed by the Engineer and/or Employer, the Contractor shall alter or amend the programme and course content to suit changing conditions on site and all changes in the Contractor's programme of work.

E3.9 Training record

The Contractor shall keep comprehensive records of the training given to each worker involved in training as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer and/or Employer.

E3.10 Remuneration during training

Workers shall be remunerated in respect of all time spent undergoing the specified training at the minimum specified wage rate for the area of the Works.

E3.11 Use of workers

The Contractor shall, in so far as it is reasonably feasible, take due cognizance of the nature of the works to be executed at any given time and use trained workers on those aspects of the works for which they have been trained.

E4 ENTREPRENEURIAL SKILLS TRAINING

E4.1 Selection of Candidates

Members from selected small, medium and micro enterprises employed by the Contractor as Subcontractors will be entitled to receive a structured training programme, comprising of training delivered by a Selected Subcontractor and any additional training as provided for by the Contractor, the training will comprise both management skills as well as business development skills.

E4.2 Performance and monitoring

The Contractor shall closely monitor the performance of all the Subcontractors in the execution of their contracts and shall identify all such Subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for elsewhere in the Contract and where required by the Engineer and/or Employer, and shall make recommendations in this regard. The final list of candidates will be decided between the Contractor, the Engineer and/or Employer and the Project Committee.

E4.3 Delivery of training

The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating the Subcontractor's regarding attendance and participation therein.

E4.4 Programming of work and training

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.

E4.5 Training standards

The entrepreneurial skills training programme to be implemented by the selected Subcontractor shall comply with the following minimum standards:

- (i) Be accredited by the Civil Engineering Industry Training Scheme (CEITS) or other institution recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
- (i) Be delivered by suitably qualified and experienced trainers accredited to do so.

E4.6 Certificates

Following completion of the structured training, members of small, medium and micro Subcontractors that have demonstrated understanding of and competence in the training material are to be appropriately certified by the accrediting body.

E4.7 In house training and additional training

The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- (i) The name of the training institution and programme
- (ii) The various aspects of each type of training comprised in the programme
- (iii) The manner in which the training is to be delivered
- (iv) The numbers and details of the trainers to be utilized.

Details of such additional entrepreneurial training shall be attached to Form H of the forms to be completed by the Tenderer.

E4.8 Provision of entrepreneurial training

The Contractor shall be responsible for the provision of the following necessary for the delivery of the entrepreneurial training programme, including the following:

- (i) Sufficient skilled and competent trainers to deliver the additional training programme to trainees in accordance with the training programme
- (ii) A suitably furnished venue
- (iii) Transport of the trainees as required
- (iv) Tools, equipment, and teaching aids
- (v) Stationery and all other necessary materials.

E4.9 Training hours

All specified entrepreneurial training shall take place within normal working hours.

E4.10 Approval of training

Both the Selected Subcontractor's and the Contractor's training programme shall be subject to the approval of the Engineer and/or Employer, and if so instructed by the Engineer and/or Employer shall alter or amend the programme and course content.

E4.11 Training records

The Contractor shall keep comprehensive records of the training given to each Subcontractor involved in training and whenever required shall provide copies of such records to the Engineer and/or Employer. 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.

E4.12 Remuneration during training

No remuneration in respect of time spent undergoing specified training in terms of this clause will be made to any of the Subcontractors.

E5 **MEASUREMENT AND PAYMENT**

E5.1 Basic principles

a) General

Measurement and payment for all work executed in terms of this contract shall be measured and paid for in accordance with the principles set out in Clause 45.2 of the General Conditions of Contract, irrespective of whether the work is executed as an integral part of the provision of training in terms of this specification.

b) Training

The Contractor shall only be reimbursed for the amounts actually paid by the Contractor to the Selected Subcontractors as appointed by the Employer, in execution of the Engineer and/or Employer's written instruction, plus a percentage as tendered to cover all his charges and profits.

E5.2 **Scheduled items**

A prime cost item is included in the Bill of Quantities under Schedule 2 for the provision of the specified training by selected Subcontractors only. Any additional training as viewed by the Contractor to be necessary shall be viewed to be included in the tender rates and shall not be paid for separately.

PART F : SUPPLEMENT TO THE CONTRACT (VOLUME 3: PART 5): SPECIFICATION FOR OCCUPATIONAL HEALTH AND SAFETY

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F1 SCOPE

This specification covers the health and safety requirements to be fulfilled by the Contractor to ensure a continued safe and healthy environment for all workers, employees and Subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with Part 5, C5.2: Specification for Occupational Health and Safety, the Occupational Health and Safety Act (Act No. 85 and amendment Act No. 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Act Agreement in Section 9 of the tender document, the status of the Contractor as Mandatory to the Employer is that of an Employer in his own right, responsible to comply with all provisions of OHS Act 1993 and the Construction Regulations 2003.

This Specification supplements the Johannesburg Roads Agency's Specification for Occupational Health and Safety which is contained in Part 5, C5.2 of the Contract documents. In the event of any variation between this section and Part 5 of the Contract, Part 5 shall have precedence.

Part 5 of the Contract and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site and made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

F02**DEFINITIONS**

For the purpose of this contract the following shall apply:

“**Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “**Client**” as defined in the Construction Regulations 2003. “**Employer**” and “**Client**” is therefore interchangeable and shall be read in the context of the relevant document.

“**Contractor**”, wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract. For tender purposes, “**Contractor**” shall also mean “**Tenderer**”.

In this specification the terms “**Principal Contractor**” and “**Contractor**” are replaced with “**Contractor**” and “**Subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS Act 1993, be the Mandatory of the Employer, without derogating from his status as an Employer in his own right.

“**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the Client as defined in the Construction Regulations).

F3**TENDERS**

For tender purposes:

- a) The Contractor shall sign Volume 3: Part 1 Form C1.6. The form contains a declaration that the Contractor is conversant with legislation and documentation pertaining to Occupation Health and Safety (OHS) Act requirements which will be applicable to the contract. The form also includes a declaration that the Contractor has, or will obtain, the necessary knowledge, competence and resources to comply with the OHS Act requirements of the Contract.
- b) The Contractor shall submit with his tender a written proposal describing how he will comply with the OHS Act requirements of the Contract.

The proposal shall specify or describe, as the case may be, at least the following:

- (i) Has the Contractor had previous experience with contracts where the Construction Regulations and either the JRA’s OHS specification or another Employer’s OHS specification applied? If so, give details of the type of contract.
- (ii) Has the Contractor produced a Health and Safety Plan before. If so, give details of the type of contract.
- (iii) If the Contractor has not had the previous experience or produced a Health and Safety Plan as per (i) and (ii) above, specify whether the Contractor has in-house personnel who

are competent to manage and comply with OHS requirements, or whether assistance will be obtained from outside the company.

- (iv) The Contractor's brief remarks about which aspects of Health and Safety he considers to be of particular importance with regard to the Contract, and how these aspects will be addressed.

Note

Failure to submit the required proposal or failure to submit any further information requested by the Employer or the Engineer during tender evaluation will lead to the conclusion that the Contractor is not able to carry out the work under the contract safely in accordance with the Construction Regulations and will result in the tender being subject to disqualification.

F4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3 notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- The demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- The use of explosives
- Construction work that will exceed 30 days or 300 person-days;
- Excavation work deeper than 1,0 m; or
- Working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included in Volume 3: Part 5 Section C5.1.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

F5 GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

F5.1 Project Background

In terms of the Construction Regulations [Regulation 4 (1)(a)] of the Occupational Health and Safety Act, No. 85 of 1993, the Employer is required to compile an Occupational Health and Safety specification for each of its projects and the Contractor, appointed by the Employer in terms of Regulations 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer Occupational Health and Safety Specification. In terms of Regulation 4 (2), the Employer and the Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

F5.2 Framework for an Occupational Health and Safety Plan

F5.2.1 Introduction

The Contractor has to demonstrate to the Employer that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- Management Structure
- Quality Plan
- Human Resources Plan
- Registered Workplace Skills Plan
- “Letter of standing” from the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees
- Example copy of minute of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports

F5.2.2 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

F5.2.3 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance

Arrangements for

- Regular liaison between parties on site
- Consultation with the workforce
- The exchange of design information between the Employer, Engineer, supervisors and Subcontractors on site
- Handling design changes during the project
- Selection and control of Subcontractors
- The exchange of Occupational Health and Safety information between all Subcontractors
- Security
- Site induction and on site training

-
- Facilities and first-aid
 - The reporting and investigation of accidents and incidents
 - The production and approval of risk assessments and method statements
 - Site Occupational Health and Safety rules
 - Fire and emergency procedures
 - Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
 - Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

F5.2.4 Arrangements for controlling significant site risks

The following are some examples requiring arrangements for controlling the most significant site risks:

Safety risks

- Services, including temporary electrical installations
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials
- Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified

Health risks

- Storage and use of hazardous chemical substances
- Dealing with contaminated land or material
- Manual handling
- Reducing noise and vibration
- Provision of adequate lighting
- Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses
 - Provision of and maintaining ablution and eating facilities

-
- Other significant health risks as and when identified

F6 HEALTH AND SAFETY FILE

The Contractor shall in terms of Construction Regulation 5(7) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract.

The Health and Safety file shall include the following information:

- 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))
- Copy of health and safety plan (Construction Regulation 5 (1))
- OH&S Programme agreed with Employer including the underpinning Risk Assessment and Method Statements (Construction Regulation 5 (1))
- Designs/Drawings (Construction Regulation 5 (8))
- A list of Subcontractors including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- Appointment / Designation forms required by the ACT and Regulations.

Registers as follows:

- Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH&S Representatives Inspection Register
- Form/Support Work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid

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- Hazardous Chemical Substances
 - Lifting Tackle and Equipment Inspections
 - Inspection of Cranes
 - Inspection of ladders
 - Inspection of Vessels under Pressure
 - Machinery Inspections
 - Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections
 - Accommodation of traffic daily inspection book

The Health & Safety File shall be handed over to the Employer on completion of the contract. It must contain all the documentation handed to the Contractor by any Subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

F 07 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process.

The Contractor shall compile method statements to address or handle the following:

- Hazard particulars to contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Eliminating or reducing this risk
- A monitoring plan
- A review plan

The Contractor must ensure that all Subcontractors conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risk and hazards that may be expected during the execution of the work under the Contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, Subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

F8 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

F8.1 Health and Safety plan

The Contractor shall appoint his employees and any Subcontractors to be employed on the Contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all Subcontractors and employees are committed to the implementation of his Safety Plan.

F8.2 Health and Safety induction training

The Contractor shall ensure that all employees under his control, including Subcontractors and their employees, undergo a health and safety induction-training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee or visitor on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

F8.3 OH&S Training Requirements:

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

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Section 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1 & 3.1.2 above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and 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 & Safety Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

F9 APPOINTMENT OF SAFETY PERSONNEL

F9.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

F9.2 Construction safety officer

Subject to the decision by the Inspector of the Department of Labour and taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer**. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so ordered by the Engineer and/or Employer.

F9.3 Health and Safety Representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor shall appoint a **Health and Safety Representative** whenever he has more than 20 employees in his employ on the works. The Health and Safety Representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of Health and Safety Representatives for a workplace shall be at least one for every 50 employees.

The function of the Health and Safety Representative(s) will be to review the effectiveness of Health and Safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his Employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the Employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

F9.4 Health and Safety Committee

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor (as Employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of meetings, recommendations and reports made by the committee.

H9.5 Competent Persons

In accordance with the Construction Regulations the Contractor shall appoint, in writing, **Competent Persons** responsible for supervising construction work for the following work situations that may be expected on the site of the works.

- Risk assessment (Regulation 7);
- Fall Protection (Regulation 8);
- Structures (Regulation 9);
- Formwork and support work (Regulation 10);
- Excavation work (Regulation 11);
- Demolition work (Regulation 12);
- Tunneling (Regulation 13);
- Scaffolding work (Regulation 14);
- Suspended platform operations (Regulation 15);
- Boatswain chairs (Regulation 16);
- Material Hoists (Regulation 17);
- Batch plant operations (Regulation 18);
- Explosive powered tools (Regulation 19);
- Cranes (Regulation 20);
- Construction vehicle and mobile plant (Regulation 21 (1));
- Electrical installation and machinery on construction site (Regulation 22);
- Use of temporary storage of flammable liquids on construction site (Regulation 23);
- Water environments (Regulation 24);
- Housekeeping on construction sites (Regulation 25);
- Stacking and storage on construction sites (Regulation 26);
- Fire precautions on construction sites (Regulation 27); and
- Construction welfare facilities (Regulation 28)

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements for the Construction Regulations.

F 10 CONTRACTOR'S RESPONSIBILITIES

Before commencement of work under the Contract, the Contractor shall enter into an agreement with the Employer to confirm his status as mandatory (Employer) for the Contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

In addition the Contractor shall also comply with the requirements of the Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) and to this effect shall submit a letter of good standing with the compensation Insurer to the Employer before work on site commences.

Contractor's position in relation to the Employer (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

The Contractor and Subcontractor (Regulation 5)

The Contractor is, in terms of the definition in Regulation 2(b), the equivalent of Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any Subcontractor employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent Subcontractor shall, however, provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the Subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

Risk Assessment (Regulation 7)

The Contractor shall have the risk assessment prepared before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including Subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No Subcontractor, employee or visitor shall be allowed to enter site of works without prior health and safety induction training, all as specified in Regulation 7.

Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of this Construction Regulations.

Structures (Regulation 9)

The Contractor will be liable for all claims arising from the collapse or failure of structures if he failed to comply with all the specifications, Construction Specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person. A design certificate of the formwork and support structures shall be submitted by a Professional Engineer. The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Construction Specifications as well as the provisions of the Construction Regulations as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is in terms of the Standard Specifications and Construction Specifications and the Construction Regulations carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent

person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note ; Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”]

Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer and/or Employer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulations 15 of the Construction Regulations.

Boatswain’s chairs (Regulation 16)

Where boatswain’s chairs are required on the construction site, the Contractor shall comply with Regulation 16.

Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

Batch Plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations

(Government Notice R295 of 26 February 1988) and the Electrical Installation Regulations (Government Notice R2271 of 11 October 1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulations 20 shall be complied with.

Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. Workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21, shall only operate the vehicles and plant.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to sure a safe and hazard-free environment to all workers and other persons on site.

Water environment (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

Stacking and Storage on Construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

Fire Precautions on Construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as Employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with.

Should the Contractor fail to comply with the provisions of the Regulations 3 and 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

F11 PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Contractor:

- Clearing and Grubbing of the Site
- Site Establishment
- Dealing with existing structures
- Location and relocation of existing structures
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Health risk arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Accommodation of traffic
- Exposure to noise
- Exposure to vibration
- Exposure to bituminous products
- 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

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- Electrical drilling machine
 - Excavations including
 - Ground / soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
 - Foundation excavations for structures
 - 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
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
 - Use and storage of flammable liquids and other hazardous substances
 - Bedding of trench floor
 - Installation of pipes in trench
 - Backfilling of trench
 - Protection against flooding
 - Use of explosives
 - As discovered by the Contractor's hazard identification exercise
 - As discovered from any inspections and audits conducted by the Employer or by the Contractor or any other Contractor on site.
 - As discovered from any accident/incident investigation.

F12: ARRANGEMENTS FOR MONITORING AND REVIEW

The Employer will conduct audits for compliance with Construction Regulation 4(1)(d) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

The Employer reserves the right to conduct ad hoc audits and inspections as deemed necessary.

A representative of the Contractor must accompany the Employer on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

F13: MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Unit</u>
F13.01 Occupational Health and Safety Act Administration	
a) Contractors administration obligation in respect of the Occupational Health and Safety Act and Construction Regulation	Lump Sum
b) OHS Act Safety Officer	Month
c) Independent OHS Act Safety officer appointed by the Engineer and/or Employer	Prov Sum
d) Add contractor's charges for Item b 13.05 (c) above	Percentage (%)

Payment of the lump sum tendered under Item B13.05 (a) shall include full compensation for all administrative costs and incidentals in respect of compliance with and enforcement of these Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety plan as contemplated in regulation 5 of the Construction Regulations.

Payment of the lump sum tendered will be made in two installments, as follows:

The first installment, 20% of lump sum, will be paid after the Contractor has submitted a health and safety plan in accordance with the specifications, and the plan has been approved.

The remaining second installment, 80% of the lump sum, will be paid pro rata on a monthly basis. This pro rata payment will only be paid on condition that no non-compliance reports are established during the monthly audit.

Payment of subitem H13.01 (b) shall include full compensation to the contractor for the appointment and payment of a Safety officer

Subitem H13.01 (d) shall include full compensation to the contractor for payment of an Independent OHS Act Safety Officer

THE LUMP SUM TENDERED IS ONLY FOR THE ADMINISTRATION OF THE CONTRACTOR'S OHS OBLIGATIONS. THE LUMP SUM IN NOT COMPENSATION FOR THE COST OF SAFETY EQUIPMENT OR TRAINING. THE COST OF EQUIPMENT, TRAINING, ETC SHALL BE INCLUDED IN THE CONTRACTOR'S TENDERED RATES FOR OTHER ITEMS OF THE WORKS

3.5.1 MANAGEMENT

3.5.2 CONSTRUCTION PROGRAMME AND COMMENCEMENT OF WORK

The Engineer and/or Employer shall provide the Contractor with a plan per allocation of work indicating the works to be carried out. The Contractor shall within seven days produce a programme indicating the manner and order in which the works will be carried out. The Engineer and/or Employer shall within seven days approve or disapprove the programme provided by the Contractor. Thereafter, on approval of an acceptable programme, the Contractor may not deviate from his proposed sequence of construction without the prior approval of the Engineer and/or Employer.

Such approval of the programme by the Engineer and/or Employer shall in no way relieve the Contractor of his duties or responsibilities under the contract.

The Contractor shall commence each allocation of work within fourteen (14) days of receipt of a written instruction to do so, save by prior arrangement with the Engineer and/or Employer. Failure to commence work within 14 days or other agreed period will result in a penalty of R300,00 per day late.

With the exception of minor items of work, such as location and lowering of services, construction work shall not, at any one time, be in progress, or be uncompleted, on more than 25 % of the total length of the stormwater drains covered by the allocation of work or 200m which ever is the lesser. Any portion of the works will be deemed as "incomplete" until such time as practical use is available or in the case of stormwater drains, until the backfilling have been completed to final level. This requirement shall be borne in mind in the preparation of the programme required in terms of this clause.

3.5.3 CO-OPERATION WITH OTHER CONTRACTORS

During the course of the contract other contractors may be involved in construction projects on the site, some of which are inter-related with and dependent on portions of the work being undertaken on this contract.

The Contractor shall co-operate with the other parties and provide them with all reasonable access to enable them to carry out their work.

If the Contractor is obstructed in any way by other contractors, he shall notify the Engineer and/or Employer in writing within 24 hours otherwise no claim for delay will be considered.

3.5.4 PROTECTION AGAINST VELD FIRES

The Contractor shall take the utmost care to prevent the starting of bush or other fires by himself or his employees, and in the event of such fires starting he shall immediately use his labour force to limit and extinguish them.

He shall indemnify and relieve the Employer of all liability in respect of any claims that may arise by reason of damage done by fires caused in any way by himself or his employees, or by reason of his activities on the site of the Works.

3.5.5 WORK IN SERVITUDES OR ON PRIVATE PROPERTY

The Contractor shall be responsible to obtain all consents and wayleaves required to work on properties which are not under the jurisdiction of the Employer in writing.

No work may be started in any servitude or on any private property without the consent of both the Engineer and/or Employer and the owner, to both of whom the Contractor shall give 14 days notice in writing of his intention to commence work in the servitude. The Contractor shall not permit his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the work expeditiously and with minimum inconvenience to the occupiers and to owners of adjacent property.

The Contractor shall take all necessary precautions for the protection of buildings and property and shall not allow any blasting to take place within 3 m of any building.

Top soil shall be kept separate and all gardens, fences, paths etc, shall be reinstated to their former condition.

Before commencing work on private property, the Contractor, the Engineer's Representative, and where possible, the occupier or owner shall together inspect the property and make a careful and accurate record of the state of the property. Such record shall be signed by all persons present at the inspection and be kept by the Engineer's Representative. After completion of the work the property shall again be inspected and restoration is to be approved by the owner or occupier of the property or where this is not possible by the Engineer's Representative.

Should a complaint or a claim be received from a property owner in connection with damage to his property as a result of the Contractor's activities, or should the Engineer and/or Employer not be satisfied with the restoration, the matter shall be referred to the Contractor for his attention. It shall be the Contractor's responsibility to prove to the Engineer and/or Employer, by producing a receipt or an acquaintance from the owner, that the matter has been settled satisfactorily.

If after the expiry of 30 days from the date of the matter being referred to the Contractor, he has not notified the Engineer and/or Employer that the matter has been settled, or has neglected or refused to carry out the restoration or pay compensation, the Engineer and/or Employer shall then endeavour to settle the matter and any costs incurred shall be deducted from the payment certificate or retention money.

The Contractor's prices shall be deemed to include for the cost of obtaining all consents and wayleaves and all necessary restoration work, compensation and settlement of any claims for which the Contractor is liable.

1.2: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between the Client represented by Head of Transport (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his capacity as..... ;

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

Tender No.

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed atfor and on behalf of the **CONTRACTOR** on this the

..... day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed atfor and on behalf of the **EMPLOYER** on this the

..... day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

2: PRICING DATA

2.1 PRICING INSTRUCTIONS

- 1 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the maintenance of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

- 2 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis.
- 3 Unless stated to the contrary, items are measured net without any allowance having been made for waste.
- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the various items. Such amounts shall cover all the costs and expenses that may be required in and for the described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 5 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

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

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials is not to be based on the Bill of Quantities.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

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

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer Tenders to do the work

Amount : The quantity of an item multiplied by the tendered rate of the (same) item 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

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

mm	=	millimetre
m	=	metre
km	=	kilometre
m ²	=	square metre
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Day Rate	=	Rate per day

2.2. SCHEDULE OF QUANTITIES

SCHEDULE OF QUANTITIES

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ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200 A	SECTION : PRELIMINARY AND GENERAL				
.1	8.3	FIXED-CHARGE ITEMS				
.1.1	8.3.1	Contractual Requirements	Sum	1.0		
	8.3.2	Establish Facilities on the Site :				
		a) Facilities for Engineer (SANS 1200 AB)				
.1.2		Offices: 3 furnished rooms with telephones and 2 name-boards	Sum	1.0		
.1.3		Laboratory, as per PSAB ..	Sum	1.0	0.00	Rate Only
.1.4		Garages: 4 lean-to as per PSAB ..	Sum	1.0		
		b) Facilities for Contractor				
.1.5		Offices and storage sheds	Sum	1.0		
.1.6		Workshops	Sum	1.0		
.1.7		Laboratories	Sum	1.0		
.1.8		Living accommodation	Sum	1.0		
.1.9		Ablution and latrine facilities	Sum	1.0		
.1.10		Tools and equipment	Sum	1.0		
.1.11		Water supplies, electric power and communications	Sum	1.0		
.1.12		Dealing with water (Subclause 5.5)	Sum	1.0		
.1.13		Access (Subclause 5.8)	Sum	1.0		
.1.14		10 t vibrating roller	Sum	1.0		
.1.15		Plant for concrete mixing and cableway	Sum	1.0		
.1.16		Plant for tunnelling	Sum	1.0		
.1.17		Plant for asphaltting	Sum	1.0		
.1.18	8.3.3	Other fixed-charge obligations	Sum	1.0		
.1.19	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1.0		
.2	8.4	TIME-RELATED ITEMS				
.2.1	8.4.1	Contractual Requirements	Sum	1.0		
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	a) Facilities for Engineer for duration of construction (SANS 1200 AB)				
.2.2		Offices: 3 rooms, etc., as for item .1.2	Sum	1.0		
.2.3		Survey assistants and material	Sum	1.0		
.2.4		Laboratory, as for item .1.3	Sum	1.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
.2.5		Garages: 4 lean-to as for item .1.4	Sum	1.0		
	8.4.2.2	b) Facilities for Contractor for duration of construction, except where otherwise stated				
.2.6		Offices and storage sheds	Sum	1.0		
.2.7		Workshops	Sum	1.0		
.2.8		Laboratories	Sum	1.0		
.2.9		Living accommodation	Sum	1.0		
.2.10		Ablution and latrine facilities	Sum	1.0		
.2.11		Tools and equipment	Sum	1.0		
.2.12		Water supplies, electric power and communications	Sum	1.0		
.2.13		Dealing with water (Subclause 5.5)	Sum	1.0		
.2.14		Access (Subclause 5.8)	Sum	1.0		
.2.15		10 t vibrating roller for 8 months	Sum	1.0		
.2.16	8.4.2.2	Plant for concrete mixing and cableway, until dam wall complete	Sum	1.0		
.2.17		Plant for tunnelling, until tunnel complete	Sum	1.0		
.2.18		Plant for asphaltting until asphaltting complete	Sum	1.0		
.2.19	8.4.3	Supervision	Sum	1.0		
.2.20	8.4.4	Company and head office overhead costs	Sum	1.0		
.2.21	8.4.5	Other time-related obligations	Sum	1.0		
.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
		For work to be done by Contractor and valued in terms of Clause ...of conditions of contract				
.3.1		a) Supply and install ...	Sum	1.0		
.3.2		b) Construct pump sump to details as ordered	Sum	1.0		
	8.5	For work to be done by a nominated sub-contractor (or the Employer)				
.3.3		a) Electricity installation (nominated sub-contractor)	Sum	1.0		
.3.4		b) Overheads, charges and profit on item .3.3	%	0.0		
.3.5		c) Provide hardstanding for cranes for installation of item .3.3	Sum	1.0		
	8.8.5	Land Survey Act				
.3.6		a) Search for and record tri- gometrical survey beacons, bench marks and plot boundary pegs, and expose on completion of Works	Sum	1.0		
Total Carried Forward						

SECTION : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
.3.7		b) Protect beacons, etc., located under item .3.6 and reposition or re-establish, as ordered, the same by a Registered Land Surveyor on completion of the Works	Sum	1.0		
	8.6	Prime cost items				
.3.8		Provide Valves. (NOTE: valves to be installed under item ...of section X of the schedule)	Sum	1.0		
.3.9		Attendance, charges, etc., on item .3.8	%			
	8.7	Daywork				
.3.10		Labour	Sum	1.0		
.3.11		Percentage adjustment to item .3.10 for labour	%			
.3.12		Materials	Sum	1.0		
.3.13		Percentage adjustment to item .3.12 for materials	%			
.3.14		Plant	Sum	1.0		
.3.15		Percentage adjustment to item .3.14 for plant	%			
4	8.8	TEMPORARY WORKS				
.4.1	8.8.1	Main access road to works: construct	Sum	1.0		
.4.2	8.8.2	Deal with traffic and maintain road (or accommodation of traffic)	Sum	1.0		
.4.3	8.8.3	Protect.....structure until construction in vicinity complete	Sum	1.0		
	8.8.4	Existing services				
.4.4		Supply (or hire) of specialist equipment for the detection of underground services (Prov)	Sum	1.0		
.4.5		The use of equipment for detection	Sum	1.0		
.4.6		Excavate by hand in soft material to expose service	m³	0.0		
.4.7		Temporary protection ofservice	Sum	1.0		
.4.8		Social Facilitation (To be appointed by the Employer)	Sum	1	750000	750000
4.9		Accredited Training (To be appointed by the Employer)	Sum	1	450000	450000
4.10		OHS Consultant (To be appointed by the Employer)	Sum	1	750000	750000
4.11		Payment to Community Liason Officer	Sum	12	5500	66000
Total Carried Forward To Summary						

SECTION : GENERAL (SMALL WORKS)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200 AA	SECTION : PRELIMINARY AND GENERAL				
.1		Fixed charges				
.1.1	8.3.1	Contractual Requirements	Sum	1.0		
.1.2	8.3.2	Facilities required by Engineer	Sum	1.0		
.1.3		Facilities required by Contractor	Sum	1.0		
.1.4	8.3.3	General responsibilities and other fixed-charge obligations	Sum	1.0		
.1.5	8.3.4	Removal of Site establishment on completion	Sum	1.0		
.2		Time-related charges (for duration of contract, unless otherwise stated)				
.2.1	8.4.1	Contractual requirements	Sum	1.0		
.2.2	8.4.2	Facilities for Engineer	Sum	1.0		
.2.3		Facilities for Contractor	Sum	1.0		
.2.4	8.4.3	General responsibilities and other time related obligations	Sum	1.0		
Total Carried Forward To Summary						

SECTION : PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200 AD	SECTION : PRELIMINARY AND GENERAL				
.1		Adapt Section A or Section AA to suit the contract OR, alternatively, insert items such as the following:				
.1	8.2.1	CONTRACTUAL REQUIREMENTS including the provision, operation, maintenance and removal of facilities for the Engineer as specified, and for the Contractor				
.1.1		a) Fixed charges	Sum	0.0		
.1.2		b) Time-related charges	Sum	0.0		
.2	8.2.2	GENERAL RESPONSIBILITIES AND OTHER OBLIGATIONS				
.2.1		a) Fixed charges	Sum	0.0		
.2.2		b) Time-related charges	Sum	0.0		
.3	8.2.3	PROVISIONAL SUMS, ETC. or, alternatively:				
.1	8.2.1 and	CONTRACTUAL REQUIREMENTS, GENERAL RESPONSIBILITIES AND OTHER OBLIGATIONS	Sum	0.0		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200 DB	SECTION : PIPE TRENCHES				
.1		SITE CLEARANCE				
.1.1	8.3.1(a)	Clear vegetation and trees of girth up to 1 m within road reserves	Ha	87.0		
.1.2	8.3.1(b)	Clear trees of girth over 1 m and up to 2 m	No.	200.0		
.1.3	8.3.1(b)	Clear(state designated obstacles)	No.	0.0		Rate Only
.1.4	8.3.1(c)	Remove topsoil to depth of 150mm within road reserves	Ha	87.0		
.2		EXCAVATION				
	8.3.2(a)	Excavate in all materials for trenches backfill, compact, and dispose of surplus/unsuitable material, for pipes: Over 100 up to 300 mm diam. for total trench depth:				
.2.4		Exceeding 0,0 m but not exceeding 1,0 m	m	0.0	0.00	Rate Only
.2.5		Exceeding 1,0 m but not exceeding 2,0 m	m	14,000.0		
.2.6		Exceeding 2,0 m but not exceeding 3,0 m	m	4,000.0		
	8.3.2(b)	Extra-over items .2.4 to .2.6 incl. for (prov):				
.2.13		Intermediate excavation	m ³	2,000.0		
.2.14		Hard rock excavation	m ³	2,000.0		
.2.15	8.3.2(c)	Excavate and dispose of unsuitable material from trench bottom (Provisional)	m ³	1,000.0		
.3		EXCAVATION. ANCILLARIES Make up deficiency in backfill material (Provisional)				
.3.1	8.3.3.1(a)	from other necessary excavations on site	m ³	2,000.0		
.3.2	8.3.3.1(b)	by importation from designated borrow pits	m ³	2,000.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
.3.3	8.3.3.1(c)	by importation from commercial or off-site sources selected by the Contractor	m ³	2,000.0		
.3.4	8.3.3.2	Open up and close down borrow pit no	Sum	0.0	0.00	Rate Only
.3.5	8.3.3.3	Compaction in road reserves	m ³	250.0		
	8.3.3.4	Overhaul				
	8.3.4(a)	Shore trench				
.3.10		opposite services and directed by Engineer	m	5,000.0		
	8.3.4(b)	Temporary works : Control water inflow from surface & ground water				
.3.11		Provide equipment	Sum	1.0		
.3.12		Operate and maintain	Days	90.0		
.3.13		Remove equipment	Sum	1.0		
.4		EXISTING SERVICES				
	8.3.5	Services across and in trenches				
	PSDB ..	Location				
.4.1		Supply or hire of specialist equipment for the detection of a particular service	Sum	1.0		
.4.2		The use of equipment in item .4.1	h	1.0		
.4.3		Excavate by hand in soft material to expose ... service.	m ³	10.0		
Total Carried Forward to Summary						

SECTION : PIPELINE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION : WATER MAINS				
.2	SANS 1200 L	PIPELINE				
.2	8.2.1	Supply, handle, bed, lay, joint, disinfect, test on Class B bedding the following class 16 high impact uPVC pipes with denso-wrapped vitaulic couplings				
.2.1		110mm diam.	m	13,886.0		
.2.2		160mm diam.	m	3,460.0		
.2.3		250mm dim	m	654.0		
.4	SANS 1200 L	SPECIALS AND FITTINGS				
	8.2.2	Supply, lay, and bed Class B, joint, incl cut pipes to length where required, test and disinfect: Extra-over items 8.2.1 for pipelaying				
		uPVC bends for the following diameters				
		110mm diameter				
.4.1		11.25 deg.	No.	155.0		
.4.2		22.5 deg.	No.	185.0		
.4.3		45 deg.	No.	195.0		
.4.4		90 deg.	No.	168.0		
		160mm dia.				
.4.5		11.25 deg.	No.	105.0		
.4.6		22.5 deg.	No.	222.0		
.4.7		45 deg.	No.	386.0		
.4.8		90 deg.	No.	45.0		
		250mm dia.				
.4.9		11.25 deg.	No.	12.0		
.4.10		22.5 deg.	No.	24.0		
.4.9		45 deg.	No.	15.0		
.4.10		90 deg.	No.	16.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
		T-Pieces				
.4.11		160mm x 110mm reducing Tee	No.	22.0		
.4.12		250mm x 160mm reducing Tee	No.	5.0		
.4.13		110mm equal T	No.	55.0		
.4.13		160mm equal T	No.	25.0		
.4.13		250mm equal T	No.	4.0		
		Valves				
.5	8.2.3	Supply and install valves with anti-clockwise closing and rated for 16 Bar work pressure for the following nominal diameter complete including fittings and cutting of pipes where necessary as detailed on				
		RSV Isolating Valves				
.5.1		110mm diam.	No.	50.0		
.5.2		160mm diam.	No.	8.0		
.5.3		250mm diam.	No.	4.0		
.5.4		Scour Valves				
.5.5		110mm diam.	No.	1.0		
.5.6		160mm diam.	No.	5.0		
.5.7		250mm diam.	No.	2.0		
.5.8		Air Valves				
.5.9		110mm diam.	No.	1.0		
.5.10		160mm diam.	No.	12.0		
.5.11		250mm diam.	No.	2.0		
		Mechanical water flow meters				
.5.12		250mm diam.	No.	1.0		
		Fire Hydrants				
.5.13		Right angle tamperproof hydrant type with single lug instaneous outlet and ø80mm ale BSP inlet	No.	50		
.5.14		Diameter80mm vertcal steel hydrant pipes	m	120		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
.6		ANCILLARIES				
	8.2.11	Anchor/Thrust blocks and pedestals				
.6.1		Vertical Type in accordance with drawings	No.	90.0		
.6.2		Horizontal Type in accordance with drawings	No.	90.0		
.7	8.2.13	VALVE CHAMBERS AND MANHOLES:				
.7.1	8.2.14	Valve chamber - up to 1,5m depth	No.	86.0		
.7.2		Hydrant chamber - for depth up to 1,5m	No.	85.0		
.7.4		Air valve chamber - for depth up to 1,5m	No.	1.0		
	8.2.15	Manhole complete with cover and frame,for depth Over and Up to				
.7.5		1,0 m 1,5 m	No.	5.0		
.7.6		Pipe line Markers	No.	20.0		
		Connection into existing Pipelines				
	8.2.16	Break into main. Excavate, backfill and dispose of surplus material and specials and all concrete works	No.	4		
Total Carried Forward to Summary						

SECTION : ERF CONNECTIONS (WATER)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200 LF	SECTION : ERF CONNECTIONS WATER				
.1		ERF CONNECTIONS WATER				
		25 mm HDPE class 12				
.1.1	8.2.1	a) Single short erf connections	No.	92.0		
		b) Single long erf connections	No.	104		
		c) Double short erf connections	No.	380		
		d) Double long erf connections	No.	380		
.1.2	8.2.2	Supply, connect, lay, pipes in light sandy material, and test erf connections	m	956.0		
.2		Supply and install				
.2.1	8.2.4	Smart Meters complete with couplings	No.	1,727.0		
.2.2	8.2.6	Stop taps complete with special fittings	No.	1,727.0		
.2.3	8.2.7	Surface boxes and brickwork surrounds	No.	1,727.0		
.2.4	8.2.8	Marker Posts	No.	1,727.0		
.3	8.2.5	Test meters on site (provisional)	No.	5.0		
.4	8.2.6	Temporary marker post for position indicators for	No.	5000		
Total Carried Forward To Summary						

Non-Applicable

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____% black owned;
 - The enterprise is _____% black women owned;
 - Based on the management accounts and other information available for the _____ Financial year, the income did not exceed R 10 000 000.00 (ten million rands);
 - Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

Non-Applicable

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) _____ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box**:

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

1. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

SPECIAL CONDITIONS OF CONTRACT

1. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
2. Bid documents must be completed in ink and corrections may not be made by means of a correcting fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Employer reserves the right to reject the Bid if corrections are not made in accordance with the above.
3. If items are not tendered for a line must be drawn through the space on the pricing schedule in pen.
4. **All bid prices must be in RSA currency and inclusive of VAT.** All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
5. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases.
6. The lowest or any bid will not necessarily be accepted and the Employer reserves the right to accept the entire or any portion of a bid.
7. Bids are to remain open for acceptance for a period of ninety (90) days from the date they are lodged and may be accepted at any time during the said period of ninety (90) days.
8. Tax clearance certificates issued by SARS will be accepted. Tax clearance certificates must be valid on the official closing date of the bid or Tax Compliance Status document (TCS)
9. In bids where Consortia / Joint Ventures / Sub-contractors are involved, **each party must submit a separate** Tax Clearance Certificate OR Tax Compliance Status (TCS) document.
10. The following information / documentation must be attached to every bid document:
 - comprehensive company profile;
 - detailed exposition of previous experience, specifically with relation to similar work done;
 - Tax clearance certificate or Tax Compliance Status
 - copy of latest Municipal account (irrespective of the municipal area) as well as all its directors or a lease agreement indicating Rates and Taxes not older than three (3) months.
 - copy of entities registration documents
 - if a bid is submitted by a joint venture, a copy of the memorandum of agreement between the parties;
 - Valid original B-BBEE Certificate or Letter from Registered Auditor in case of Emerging Micro-Enterprises (EME) or required to submit a sworn affidavit.
 - copy of certificate of registration with professional bodies or controlling authorities (mention the specific registration required)
11. Bids will be opened immediately after the closing date and time in a venue to be indicated.
12. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
13. A Corporate social responsibility contribution of one (1%) Vat inclusive will be levied on all companies/ service providers appointed as successful bidders provided that such companies are not based in the area of jurisdiction of Thubatse .

14. The Employer allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
15. Bids will be received until **12H00** on **23 January 2024** , and must be enclosed in sealed envelopes, bearing the closing time and due date

and must be addressed to:

T.S Mavhona

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

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO - it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provide copy of your company registration document.		
2.	Provide certified copy of your company VAT registration Certificate		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted - in the name of the bidding entity		
4.	The bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, which is in arrears for more than three (3) months? No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
5.	Lease agreement/municipal account of not older than three months in the name of the bidding entity. (Copy of the lease agreement will only be accepted if water and lights are part of lease payment).		
6.	<ul style="list-style-type: none"> - Valid B-BBEE Rating Certificate or letter from registered auditor or Sworn Affidavit - Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture. 		
7.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed. MBD 4, MBD 5, MBD 6.1, MBD 8 AND MBD 9		
8.	All pages requiring information have been completed in full and in black ink.		
09.	No pages removed from the tender document		

10.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
11.	JV agreement has been attached and signed (if applicable)		
12.	Bidder must attach the Central Supplier Database (CSD) registration summary report.		
13.	Certified Copies of the directors Identity Documents		
14.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
15.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. <ul style="list-style-type: none"> - Personal Tax Numbers included - State Employee Number / Persal Number - Identity number - Name 		
16.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Fetakgomo Tubatse Local Municipal officials are allowed after the closing date of the tender. The only authorised form of communication will be through the Supply Chain Management Office.**
- ❖ **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**

ALIGNMENT OF CONSULTANT'S PROCUREMENT DOCUMENTS

**EPWP Tender Alignment Workshop
for the
Infrastructure Technical Management Committee
(ITMC) and Municipal Technical Managers
14th November 2023**



Presentation Outline

- **The Objective**
- **Alignment of Consultants Bidding Documents**
 - **The Client-Consultant Contract**
 - **Scope of Works of TOR**
 - **EPWP Project Supervision & Monitoring Compliance Checklist and Declaration**
 - **Key Competencies for LI (Annexure)**
 - **Consultant's Project Design Compliance Declaration**
 - **Consultant's Project Supervision Compliance Declaration**



The Alignment of Procurement Documents to EPWP - The Objective



The Objective – Why Align the Tender Documents?

- Current Labour Intensities (% of wages to unskilled and semiskilled workers over the Project Budget) currently too low (below 2%);
- Need to optimize employment creation to combat rampant unemployment, poverty and inequality.
- To incorporate Project-specific clauses related to the use of LIM under appropriate sections;
- Include EPWP provisions in relevant parts of the tendering procedures and returnable documents
- Contract/Special conditions of contract, project specifications, technical works specification, schedule of quantities, and drawings.
- [Key references: “**Guidelines** for the Implementation of Labour Intensive Infrastructure Projects under the **EPWP**” (Third Edition, 2015)]

The Objective - 2

These special clauses are meant to:

- protect all parties:

- Employer
- Consultant/Project Managers and other Service Providers
- Contractor
- Workers (Specifically)

- contractually bind those project activities to be executed labour-

intensively thereby maximizing employment



GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

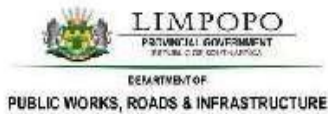
THIRD EDITION 2015



ALIGNMENT OF PROCUREMENT DOCUMENTS TO EPWP REQUIREMENTS



ALIGNMENT OF PROCUREMENT DOCUMENTS TO EPWP REQUIREMENTS – CONSULTANTS BIDDING DOCUMENTS



The Client-Consultant Contract

- ❑ **Labour-intensive Method (LIM) SKILLS REQUIREMENTS FOR DESIGNERS**
- ❑ **As per the EPWP Implementation Guidelines, consultants appointed to design EPWP projects should have personnel with relevant LIM/LIC Qualifications:**
 - ❑ **NQF 7 for Design Engineers/ Professionals**
 - ❑ **NQF 5 for Site Technicians/ Engineer's Representative**
- ❑ **Documentation for Professional Services Contracts**
 - ❑ **Review Terms of Reference for consultancy assignments by incorporating clear clients/employers objectives for designs to be aligned to LIM/LIC requirements (compliance with EPWP requirements at design and implementation stages)**
 - ❑ **No additional cost to design labour intensive projects**

Scope of Works of TOR

- Include the following
- The Employers objective (Under Description of works)
 - To deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines
 - The consultant must **design** the **construction/maintenance works in accordance with the latest version of the EPWP Guidelines** (download at www.epwp.gov.za) for implementation of the labour-intensive projects.

(Reference: Pages 6-8 - EPWP Infrastructure Guidelines)

Scope of Works of TOR

Tender Condition and description of services to be rendered - Design

- Identify activities to be constructed using Labour-intensive methods to create XXX work opportunities
- Prepare the design and project documents for adequacy and compliance and submit together with the EPWP Project design Compliance Declaration Form

(Reference: Pages 6-8 - EPWP Infrastructure Guidelines)

Contract Documentation for Service Providers – Consultant's Project Design Compliance & Declaration

Checklist - Page 32- EPWP Infrastructure Guidelines

- **The Declaration**

- I.....(Name of Designer) hereby **certify** that the above-mentioned **project** has been **appropriately designed; procurement documents** and reporting templates prepared in accordance with the **“Code of Good Practice for EPWP”** and the latest edition of **“EPWP guidelines for Implementation of Infrastructure projects”**, in order to **optimize employment creation to achieve** the stipulated **minimum project labour intensity**



Scope of Works - ToRs

- Tender Condition and description of services to be rendered -
Supervision
 - Compile **EPWP Project Supervision compliance declaration form** (Annexure E2 – EPWP Guidelines) and submit with payment certificate

EPWP Project Supervision & Monitoring Compliance Checklist and Declaration

Checklist - Page 34 - EPWP Infrastructure Guidelines

The Declaration

I.....(Name of supervising Consultant/Project Manager) do **certify** that the **project** has been **supervised**; in compliance with all EPWP requirements in accordance with the **"Code of Good Practice for EPWP"** and the latest edition of **"EPWP guidelines for Implementation of Infrastructure projects"**, in order to **optimize employment creation to achieve** the stipulated **minimum project labour intensity**



Key Competencies for LI (Annexure)

- **Competencies for Labour-Intensive works**

- The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications
- The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications.

(Reference: Pages 6-8 - EPWP Infrastructure Guidelines)

Consultant's Project Design Compliance Declaration

Name of Implementing Agency: _____			FY: _____		
Project Name:	_____	Project/Contract No.:	_____		
Consulting Firm:	_____	Project Manager:	_____		
Stage/ Element/ Process	Procedure and/or Activity	Compliance requirement	Reference: EPWP Guidelines, DORA Frameworks & Business Process EPWP Clause	Page	Compliant? Yes/No
Qualification and Experience of Service Providers	Consultant Qualified in terms of EPWP Guidelines	Relevant NOF Qualification and Experience for Designers and Supervisors of LI Projects	Appendix C. Table C.2		
Design	Design compliance to EPWP	Design amenable to use of Labour-Intensive Methods	1, 2, 3, 6		
	Labour intensity (LI)	Minimum L.I. Set & included in Tender document	Appendix D		
	Optimization of employment Creation	<ul style="list-style-type: none"> - Use of materials with high LI - Identification of L.I. work items in Bills of Quantities - Labour-Intensive Work Methods - Appropriate Tools and Equipment - Applicable task rates based on site conditions - Green Jobs - Sustainable Livelihoods 	Various		
Standard EPWP-compliant Tender & Contract Document	Standard EPWP-Compliant Procurement Doc. adapted to specific project	Rate of pay set by Implementing Agency in Tender Document	4.3		
		Tender Eligibility	5.3.1		
		Contract Data	5.3.2		
		Scope of Works	5.3.3		
		Demographic requirements			
		Code of Good Practice for EPWP; Applicable labour laws, health & safety and environmental requirements	5.4 Appendix J		
		Pricing Instructions on L.I.	5.6		
	SANS 1914-5 Recruitment of Local Labour				
	Generic L.I. Specification	5.5			

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

 EXPANDED PUBLIC WORKS PROGRAMME

 Labour Organization

Consultant's Project Supervision Compliance Declaration

Project Name:		Project/Contract No.:			
Consulting Firm:		Project Manager:			
Stage/ Element/ Process	Procedure and/or Activity	Compliance requirement	Reference: EPWP Guidelines, DORA Frameworks & Business Process		Compliant? Yes/No
			EPWP Clause	Page	
Project Management	Supervision, Monitoring & Evaluation	Records per EPWP Reporting System	7		
		Registration of Project on Reporting System	Appendix H		
		Compliance on:			
		- Code of Good Practice for EPWP	5.4 Appendix J		
		- LI items			
		- Quality standards achieved			
		Certification of Works: Payment Certificates include EPWP Report	5		
		- Green Jobs Principles	3.3		
- Sustainable Livelihood Principles	3.2				





Thank You

