

MARULENG LOCAL MUNICIPALITY



CONSTRUCTION OF SCORTIA INTERNAL ROAD

CONTRACT NUMBER: MLM/SCM/59/2023

PROCUREMENT DOCUMENT

CLOSING DATE: 31 JANUARY 2024

Maruleng Local Municipality 64 Springbok Street P.O. Box 627 Hoedspruit 1380 Tel: (015) 590 1650 or (015) 793 2409 Fax: (015) 793 2341 Email:	Batatise Consulting Engineers Kildrummy Office Park Building 8, first floor Cnr Witkoppen & Umhlanga Avenue, PAULSHOF Kildrummy Office Park Building 8, first floor Contact: Name: W. Masango Cell: 082 506 1095 Email: winstone@batatiseconsulting.com
Tenderer	
CIDB Registration Number:	
Total of the prices inclusive of 15% VAT: R	
Amount in Words:	
Preferences claimed for : (tick relevant boxes) <input type="checkbox"/> HDI equity ownership <input type="checkbox"/> Subcontracting to CIDB registered contractors <input type="checkbox"/> Specific CIDB Contractor Grading Designations <input type="checkbox"/> Youth equity ownership <input type="checkbox"/> SMME status <input type="checkbox"/> Head office within Maruleng Municipal Boundaries	
Preferences claimed for tendered contract participation goal of:	

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THE TENDER

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PART T 2: RETURNABLE DOCUMENTS

PART T1 : TENDERING PROCEDURES

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MARULENG LOCAL MUNICIPALITY

T.3

CONTRACT NO. MLM/SCM/59/2023

FOR: CONSTRUCTION OF SCORTIA INTERNAL ROAD

T1.1 TENDER NOTICE AND INVITATION TO TENDER



CONTRACT NO. MLM/SCM/59/2023

FOR: CONSTRUCTION OF SCORTIA INTERNAL ROAD

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MARULENG LOCAL MUNICIPALITY)					
BID NUMBER:	MLM/SCM/59/2023	CLOSING DATE:	31 JANUARY 2024	CLOSING TIME:	11H00
DESCRIPTION	CONSTRUCTION OF 2.389KM INTERNAL ROAD AND SURFACING WITH 80MM INTERLOCKING PAVING BLOCKS, AT SCORTIA				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
65 Springbok Street					
P.O. Box 627					
1380					
Hoedspruit					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		Yes	No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		Yes	No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/ SERVICES/ WORKS OFFERED?	Yes No
		[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	MARULENG LOCAL MUNICIPALITY				
CONTACT PERSON	MUROA, M.L		CONTACT PERSON	MAPONYA, R.B	
TELEPHONE NUMBER	0155901650		TELEPHONE NUMBER	0155901650	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		

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.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) 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 (http://www.sars.gov.za/).	
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES / NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES / NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES / NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES / NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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.

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T1.2 TENDER DATA

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

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

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

Subclause	Data
F.1.1	The employer is the MARULENG LOCAL MUNICIPALITY .
F.1.2	<p>The Project Documents issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 20px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 20px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 20px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 20px;">C1.3 Guarantee</p> <p style="padding-left: 20px;">C1.4 Form Agreement in terms of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.6 Abstracts of the Mine Health and Safety Act No 29</p> <p style="padding-left: 20px;">C1.7 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 20px;">C2.1 Pricing instructions</p> <p style="padding-left: 20px;">C2.2 Bills of quantities</p> <p style="padding-left: 20px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 20px;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p>

Subclause	Data
	C3.1 Description of Works C3.2 Engineering C3.3 Procurement C3.4 Construction C4.5 Management Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part C5: Annexures C5.3 : Contract Drawings
F.1.4	The employer's agent is: Name: Batatise Consulting Engineers (Pty) Ltd Kildrummy Office Park Building 8, first floor Cnr Witkoppen & Umhlanga Avenue, PAULSHOF Cell: 082 506 1095 E-mail: winstone@batatiseconsulting.com
F.2.1	Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration and is registered with the Construction Industry Development Board in an appropriate contractor grading designation within 21 days from the closing date of the tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 CE or higher class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB or can provide proof of having registered; 2. the lead partner has a contractor grading designation in the CE class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or higher class of construction work are eligible to submit tenders.
F.2.7	The arrangements for a compulsory clarification meeting are: Location: Maruleng Local Municipality Venue: Thusong Service Centre Date: 15 January 2024 Time:10H00

Subclause	Data
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: MARULENG LOCAL MUNICIPALITY, MARULENG.</p> <p>Identification details: CONSTRUCTION OF SCORTIA INTERNAL ROAD: CONSTRUCTION OF 2.389KM INTERNAL ROAD AND SURFACING WITH 80MM INTERLOCKING PAVING BLOCKS, AT SCORTIA</p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: 11H00 on 31 JANUARY 2024
F.2.15	Telephonic, telegraphic, telefax, e-mailed or postal tender offers will not be accepted.
F.2.1.5	The tender offer validity period is 90 days.
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	The tenderer is required to submit with his tenders a valid Tax Clearance Certificate from the South African Revenue Services ("SARS") certifying that the tenderer's taxes are in order or that suitable arrangements have been made with SARS.
F.3.4	<p>The time and location for opening of tender offers:</p> <p>Time: Location: MARULENG LOCAL MUNICIPALITY, MARULENG.</p>
F.3.8	<p>Test for responsiveness</p> <p>Determine, on opening and before detailed evaluation, whether each tender offer properly received:</p>

Subclause	Data
	<ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly and fully completed and signed, and • is responsive to the other requirements of the tender documents. <p>A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, • change the Employer's or the tenderer's risks and responsibilities under the contract, or • affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
F.3.11	<p>EVALUATION PROCESS AND CRITERIA</p> <p>The following evaluation process and criteria will be used to evaluate all bids submitted:</p> <hr/> <p>Administrative Compliance – Phase One</p> <hr/> <p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</p> <p>Critical Criteria: The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:</p> <p>Administrative compliance</p> <ul style="list-style-type: none"> • Provide Central Supplier Database (CSD) number • All Pages of the Bid document must be initialled. • Attach CK (Company registration certificate) • Compulsory site inspection attended. • Proof of registration with CIDB attached and relevant grading to be attached • COMPLETED AND SIGNED MBD FORMS <ul style="list-style-type: none"> - Completed and signed MBD1 - Completed and signed declaration of interest (MBD4) - Complete and signed (MBD 5) - Completed and signed (MBD 6.1) - Completed and signed declaration on past SCM practices form (MBD8) - Completed And Signed MBD9 • Compulsory enterprise questionnaire completed • Submit three years audited / reviewed Annual financial statements (AFS) – (only where the

Subclause	Data
	<p>tender amount exceeds R10Mil- including VAT)</p> <ul style="list-style-type: none"> • Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement accompanied with proof of payment of the lessee and rates and taxes of the lessor /letter(company and Directors)must be attached (Not older than 3 months) for both company and Director. • Letter of authority for signatory for the contract. • Signed J/V agreement must be attached (Where applicable) • Proof purchase of Tender Document • Letter of good standing COIDA • Letter of intent of contract performance guarantee • Compliant tax status. • Form of offer/contract form must be completed and signed <p>Other documents that may be used</p> <ul style="list-style-type: none"> • Valid B-BBEE Certificate
	<p>Functionality – Phase Two (100 points allocation)</p> <p>The bidders who complied administratively are considered for further evaluation on ability to execute the project.</p> <p>The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.</p>

Subclause	Data			
	COMPANY EXPERIENCE	KEY PERSONNEL EXPERIENCE	PLANT & EQUIPMENT	BANK RATING
	(MAX 60 POINTS)	(MAX 20 POINTS)	(MAX 10 POINTS)	(MAX 10 POINTS)
	<p>Bidders must complete company experience and add certified supporting documentation</p> <p>Failure to submit required FINAL COMPLETION CERTIFICATE will result in the bidder getting zero points.</p> <p>NB: Final Completion certificates must be signed by all parties namely: the employer, Engineer and the contractor (certificates that is not signed by ALL relevant parties will result in the bidder forfeiting points)</p>	<p>Bidders must complete key personnel and add supporting documentation.</p> <p>NB: (Failure to submit required CV's and certified qualification will result in the bidder getting zero points</p> <p>Key personnel must be unencumbered, available full time and unique to this project</p>	<p>BIDDERS must complete list of plant and add supporting documentation (Failure to submit proof of ownership OR Letter of intent for Plant and Equipment hire which is signed by both the lessee and the lessor will result in the bidder getting zero Points)</p>	<p>Bidders must complete rating and add supporting documentations</p> <p>(Failure to submit proof of the bank rating from the relevant bank will result in the bidder getting zero points) Bank ratings may be verified with the bank by the employer</p>
	<p>Five (05) largest completed road construction or rehabilitation projects with final completion certificate attached (and construction appointment letters, will be assessed as follows</p> <p>(Max 60 points)</p> <ul style="list-style-type: none"> ➤ Completed projects with value of > R15 Million- 12 Points each ➤ Completed projects with value of R 10 Million to R15 Million- 8 Points each ➤ Completed projects with value of R 5 Million to R 10 Million- 4 	<p>CONTRACT MANAGER: Must be allocated to the site for the duration of the project. A Contract Manager with a civil engineering or project management degree or B-tech or higher registered with ECSA or SACPCMP: (MAX 5 Points)</p> <p>EXPERIENCE:</p> <ul style="list-style-type: none"> ➤ >10 years' experience: 5 points ➤ 5-10 	<ul style="list-style-type: none"> ➤ 1 x TLB ➤ 3 x Tipper Truck ➤ 1 x 30 TON Excavator ➤ 2 x Water tanker ➤ 1 x Grader ➤ 1 x Roller <p>Points (MAX 10 Points)</p> <ul style="list-style-type: none"> ➤ All of the above= 10 points ➤ Between 80% and 99% of the above= 8 points 	<p>MAX 10 POINTS</p> <ul style="list-style-type: none"> ➤ Rating A or B: 10 Points ➤ Rating C: 8 Points ➤ Rating D: 5 Points ➤ Rating E or lower: 2 Points <p>No bank rating= 0</p>

Subclause	Data
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation or if the contractor is to be registered with the Construction Industry Development Board in the required appropriate contractor grading designation within 21 days from the closing date of the tender; b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect. A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. d) the tenderer is not in arrears for more than three months with municipal rates and taxes and municipal service charges e) the tenderer has not: <ul style="list-style-type: none"> (i) abused the Employer's Supply Chain Management System or (ii) failed to perform on any previous contract f) the tenderer has attended the clarification meeting
F.3.18	<p>The number of paper copies of signed contract to be provided by the Engineer is one.</p>
	<p>Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.</p> <p>Eligibility requirements</p> <p>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff .</p>
	<p>Tender Qualification: Labour Intensive Contracts</p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none"> (a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project e.g. the Gundo Lashu programme), and applying trained supervisory staff on a full-time basis for the execution of the works. (b) Liquid assets/or credit facilities covering the expected expenditures for two full work months; (c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment;

Subclause	Data
	(d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract.

Annex: Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of

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a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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

F.2 Tenderer's obligations**F.2.1 Eligibility**

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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F.2.20 Submit securities, bonds, policies, etc

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

change the Employer's or the tenderer's risks and responsibilities under the contract, or

affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

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

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

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F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

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Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
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Score financial offers, preferences and quality, as relevant, to two decimal places.

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F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

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After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1	LIST OF RETURNABLE SCHEDULES.....	T.26
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.43
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.46
T2.4	MBD FORMS.....	T.51

T2.1 LIST OF RETURNABLE SCHEDULES

T2.1 A	CERTIFICATE OF AUTHORITY	T.28
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.31
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS	T.32
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.33
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.34
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.35
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.36
T2.1 H	CERTIFICATE OF NON-COLLUSIVE TENDER	T.37
T2.1 I	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003	T.39
T2.1 J	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T.40
T2.1 K	CERTIFICATE OF MUNICIPAL SERVICES AND PAYMENTS.....	ERROR! BOOKMARK NOT DEFINED.

LIST OF RETURNABLES

NO	DOCUMENT NAME	INCLUDED IN THE PUBLISHED BID DOCUMENT	RETURNABLE
1.	Have you submitted a valid certified Tax Clearance Certificate/ SARS Pin?	No	Yes
2.	Have you submitted CSD Registration Report?	No	Yes
3.	Have you submitted copy of Company Registration	No	Yes
4.	Have you submitted the Business/ Company Profile	No	Yes
5.	Have you submitted original certified of copies of Municipal Accounts/ Lease Agreement/ Tribal Authority confirmation letter for the company and the owner(s)/ Director(s) not older than 3 months	No	Yes
6.	Have you submitted original certified ID copy(ies) of owner(s)/ Director(s) not older than three months	No	Yes
7.	CIDB certificate	No	Yes
8.	Did you attach Audit Financial Statements for 3 years (above R10m quote)	No	Yes

T2.1 A CERTIFICATE OF AUTHORITY

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

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

A. Certificate for company

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

As witness

1.....
Chairman

2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company,

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

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

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

D. Certificate for sole proprietor

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

As Witness:

1.....

.....

Signature: Sole owner

2.....

.....

Date

E. Certificate for Close Corporation

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

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

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T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....(address)

.....

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

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

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

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

Capacity.....

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

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

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

T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

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

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....

T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed..... Date

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

Tenderer.....

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T2.1 H CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

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

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

SIGNED ON BEHALF OF TENDERER:

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

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

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

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

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

T2.1 J COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)

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stakeholder		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

*Enterprise
name*

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T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES..... T.44

T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.45

2 Other documents required only for tender evaluation purposes

Certificate of Contractor Registration issued by the Construction Industry Development Board,

Copy of company registration certificate (C.K. Certificate) with shareholding

An original valid Tax Clearance Certificate issued by the South African Revenue Services.

Where the tendered amount inclusive of VAT exceeds R 10 million:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

T2.2 A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

Bidders are required to furnish a copy of three months audited set of financial statements for consideration by the MARULENG Local Municipality for Tender Sum greater or equal to Ten Million Rands (> / = R 10 000 000.00).

2. DETAILS OF CONTRACTOR’S BANK ACCOUNT

I/We furnish the following information:

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

I/We hereby authorise the Employer to approach the above Bank for a reference.

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

DATE:

T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category **7CE or higher**.

Or

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

Note:

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

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

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL	T.47
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT	T.48
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.49
T2.3 D	RATES FOR SPECIAL MATERIALS	T.50

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

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

T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

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

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

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

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

T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

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

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7 (FINAL)	R
<p>TOTAL: R.....</p> <p>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</p>	

SIGNED ON BEHALF OF TENDERER:

T2.3 D RATES FOR SPECIAL MATERIALS

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

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

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:.....

T2.4 MBD FORMS

The tenderer must complete the following returnable documents:

MBD 4

Declaration of Interest

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

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

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, shareholder²):.....

3.4. Company or Close Corporation 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

.....
.....

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:

.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract.

Signature

Print name: On behalf of the tenderer (duly authorised)

Date

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

MBD 5

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

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

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

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

.....
.....

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

2.1 If yes, provide particulars.

.....
.....

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

3.1 If yes, furnish particulars.

.....
.....

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

4.1 If yes, furnish particulars.

.....
.....

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the Preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Preferences and quality.

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

	POINTS
PRICE	80
Preferences and quality	20
Total points for Price and preferences and quality must not exceed	100

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

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

2. DEFINITIONS

- (a) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (b) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“prices”** includes all applicable taxes less all unconditional discounts;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

4. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

BID DECLARATION

5. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor..... Whether the sub-contractor is an EME or QSE (Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		

Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number:.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

6.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

WITNESSES

1.

.....

SIGNATURE(S) OF BIDDERS(S)

2.

DATE:.....

ADDRESS

.....

.....

MBD 6.2**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

1. General Conditions

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

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

Where

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x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

	Minimum Threshold for Local Content

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

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

.....

NB

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the following:

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

above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011.

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This MARULENG Local Municipality Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by the municipality 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 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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

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.
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

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.**

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

.....

Position

Name of bidder

THE CONTRACT

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

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	D.2
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)	D.6
C1.3	FORM OF GUARANTEE (PRO FORMA)	D.9
C1.4	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002)	D.11
C1.5	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997.....	D.13
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C1.7	GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT	D.26

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

SCORTIA INTERNAL ROAD - ACCESS ROAD

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

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

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

.....

Rand (in words); R (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer
(Name and address of organization)

Name of Witness..... Signature.....

Date

Acceptance

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

The terms of the contract are contained in:

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

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer.....

(Name and address or organization)

Name of Witness..... Signature.....

Date

Schedule of Deviations

Item	Deviation Details

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

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

For the Contractor:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name of Witness..... Signature.....

Date

For the Employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name of Witness..... Signature.....

Date

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT made at on this the day of in the year..... between THE MARULENG LOCAL MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated above in title description and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2004 (1st Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 54, 55 or 56 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.

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

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2

CONTRACT NO. MLM/SCM/59/2023

FOR: CONSTRUCTION OF SCORTIA INTERNAL ROAD

NAME

(IN CAPITALS) 1..... 2

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS: 1..... 2

NAME

(IN CAPITALS) 1..... 2

DATE:

C1.3 FORM OF GUARANTEE (PRO FORMA)

Contract No. _____

WHEREAS _____

(hereinafter referred to as "the Employer") entered into a Contract with _____

(hereinafter called "the Contractor") on the _____ day of _____ 20____

for the construction of _____

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

CONTRACT NO. MLM/SCM/59/2023

FOR: CONSTRUCTION OF SCORTIA INTERNAL ROAD

5. Our total liability hereunder shall not exceed the sum of

_____ (R_____)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising herefrom as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20_____

As witnesses:

1. _____ Signature _____

2. _____ Duly authorised to
sign on behalf of _____

Address _____

C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002)

THIS AGREEMENT made at on this the day of in the year between **MARULENG LOCAL MUNICIPALITY** (hereinafter) called "the Employer" of the one part, herein represented by in his capacity as and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and in his capacity as and being duly authorised by virtue of a resolution appended hereto as **ANNEXURE A.**

WHEREAS the Employer is desirous that certain works be constructed, as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act No.29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.

CONTRACT NO. MLM/SCM/59/2023

FOR: CONSTRUCTION OF SCORTIA INTERNAL ROAD

- 5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.
- 6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.
- 7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.
- 8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy).

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

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

**C1.5 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996
AND AMENDMENT ACT No. 72 OF 1997****DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

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

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

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

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or

CONTRACT NO. MLM/SCM/59/2023

FOR: CONSTRUCTION OF SCORTIA INTERNAL ROAD

- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.

C1.6 CONTRACT DATA**C1.7.1 Contract Specific Data**

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

Section 1: Data provided by the Employer

Clause	
1.1.4	Clause 1.1.4 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.14	<p>The employer is the MARULENG LOCAL MUNICIPALITY</p> <p>The Employer's address for receipt of communication is</p> <p>Postal Address:</p> <p>MARULENG MUNICIPALITY P O BOX 627 HOEDSPRUIT 1380</p> <p>Telephone : 013 799 1851/7</p>
1.1.15	<p>The Engineer is Batatis Consulting Engineers (Pty) Ltd, also referred to in this document as BCE (Pty)Ltd</p> <p>The Engineer's address for receipt of communication is:</p> <p>Physical Address</p> <p>Kildrummy Office Park</p> <p>Building 8, first floor</p> <p>Cnr Witkoppen & Umhlanga Avenue, PAULSHOF</p> <p>Cell: 082 506 1095</p> <p>E-mail: winstone@batatiseconsuting.com</p>
1.6	The special non working days are public holidays, Saturdays and Sundays.
1.6	The year end break commences on the 16 th December and ends on 08 th January.
2.1	<p>The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g.</p> <ol style="list-style-type: none"> 1. Approval of extension of time: 2. Approval of additional costs: 3. Approval of variation orders: 4. Approval of penalties:

Clause																									
7.	The Guarantee is to contain the same wording as the document included as C1.3 under returnable documents.																								
7.	The amount of the Guarantee is to be 10% of the contract price																								
7.	The Guarantee is to be delivered fourteen (14) days after the Letter of Acceptance.																								
10.	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.																								
12.2	The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over																								
35.1.1.2.2	a) Materials supplied by the employer for incorporation into the works is NIL																								
35.1.3	The Limit of the liability insurance required should not be less than the contract amount.																								
35.1.4	The following additional and varied insurances are required: Not Applicable																								
37.2.1	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.																								
42.1	The Works shall be completed within twelve months as envisaged by the employer.																								
43.1	The penalty for delay is R2, 000 per working day or part thereof.																								
46.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of "x" is 0,150 The values of the co-efficients are:</p> $(1-x) \left[\frac{aLt}{Lo} + \frac{bEt}{Eo} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Labour Intensive</th> </tr> </thead> <tbody> <tr> <td>x =</td> <td>0,150</td> <td>...</td> <td>...</td> </tr> <tr> <td>a =</td> <td>0,25</td> <td>0,26</td> <td>...</td> </tr> <tr> <td>b =</td> <td>0,30</td> <td>0,30</td> <td>...</td> </tr> <tr> <td>c =</td> <td>0,37</td> <td>0,37</td> <td>...</td> </tr> <tr> <td>d =</td> <td>0,08</td> <td>0,07</td> <td>...</td> </tr> </tbody> </table> <p>"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area specified in the Contract, as published in the Statistical Release P0141.1</p>		New Road Construction	Rehabilitation	Labour Intensive	x =	0,150	a =	0,25	0,26	...	b =	0,30	0,30	...	c =	0,37	0,37	...	d =	0,08	0,07	...
	New Road Construction	Rehabilitation	Labour Intensive																						
x =	0,150																						
a =	0,25	0,26	...																						
b =	0,30	0,30	...																						
c =	0,37	0,37	...																						
d =	0,08	0,07	...																						

Clause	
	<p>in table 21 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Hoedspruit</p> <p>The base month is the month prior to the month in which the closing date of the tender falls</p>
46.3	<p>The following are special materials:</p> <p>Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>Reinforcing steel and Cement</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>
49.1.5	<p>The percentage limit on materials not yet built into the Permanent Works is 80%.</p>
49.3	<p>The percentage retention is 10% of the tender sum (excluding CPA and VAT).</p>
49.3	<p>The limit of retention money is 10% of the tender sum (excluding CPA and VAT)</p>
49.6	<p>A Retention Money Guarantee is permitted</p>

Clause	
53.1	The Defects Liability Period is twelve (12) calendar months after final completion date.
58.2/58.3	Disputes are to be referred to mediation
58.4	Disputes are to be referred for final settlement to arbitration.
Special Clause in terms of RDP	<p>Requirements in terms of government's reconstruction and development programme.</p> <p>Target values</p> <p>In this contract the minimum target values shall be as follows:</p> <p style="padding-left: 40px;">Labour Maximisation : 15% ABE support : 10% HDI Supervisory Staff : 10%</p> <p>The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. No bonuses for achieving the set target values are applicable.</p>

Section 2: Data provided by the Contractor

Clause	
1.1.8	The contractor is
1.2	The contractor's address for receipt of communication is: Telephone: Facsimile: e-mail:..... Address:.....
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%.
42.1	The Works shall be completed within months as proposed by the contractor.
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 D.

C1.7.2 Variations to the General Conditions of Contract

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

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following sub-clause:

“1.1.25 Letter of Acceptance means the letter from the Employer stating that the Contract has been awarded to the Contractor and **The Commencement Date** shall mean the date of the Official Site Hand-over.”

1.1.25 Selected sub contractor shall mean a sub contractor selected in terms of clause 6 of the GCC 2015 3rd Edition.

2. ENGINEER AND ENGINEER’S REPRESENTATIVE

2.2 Engineer to consult with contractor and Employer

Replace the word “Engineer” in the last sentence with the word “Employer”.

Add the following:

“2.10 Authority of the Employer

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.”

4. BASIS OF CONTRACT

Change the number of clauses 4.2 to 4.5 to read 4.3 to 4.6.

Add the following:

“4.2 Contractor deemed to have inspected the Site

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

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.

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(c) the extent and nature of work and materials necessary for the execution and completion of the Works,

(d) the means of access to the Site and the Accommodation he may require

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

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

4.3 Contractor’s liability for his own design errors

In the first line insert “and Temporary” between “Permanent” and “Works”.

4.6 Compliance with Applicable Laws

Amend subclause 4.6.2 to “Health and Safety”.

Add the following:

“4.6(3) Occupational Health and Safety Act

The Contractor shall enter into and execute an Agreement as provided for under Section 37 (2) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993). The Agreement shall be in the form included elsewhere in this document.

4.6(4) Mine Health and Safety Act, number 29 of 1996

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

4.6(5) Mineral Resources Petroleum Development Act, number 28 of 2002

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

Add the following:

“4.7 Extent of Contractor’ obligations

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

(a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and

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

6. SUBCONTRACTING

Add the following subclauses:

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

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

6.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 55, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

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

11. ACCESS TO THE SITE

11.1.2 Add the following to subclause 11.1.2

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

30. REMOVAL OF CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“30.2 Preclude seizure of constructional plant

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

30.3 Constructional plant brought to the site by the subcontractor

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

32. CARE OF THE WORKS

32.3.4 Delete the wording of subclause 32.3.4 and replace this clause with the following:

32.3.4 “Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks.”

37.2 Daywork

37.2.2 In the first line, after the word "schedule" insert the words "and for items not included in the daywork schedule".

45. PROVISIONAL AND PRIME COST SUMS

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

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

49 INTERIM PAYMENTS**49.4 Employer's obligation to pay**

Add the following new paragraph:

"The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer."

50 VARIATIONS EXCEEDING 15 PER CENT

In the last paragraph, first line, replace "(if any)" with "(based on the amount by which such additions or deductions shall be in excess of 30 % of the Tender Sum)"

Add the following subclause:

"50.1.7 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 39 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

55 TERMINATION BY EMPLOYER

55.1.3 Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".

55.1.6 Add the following to the end of the existing wording:

"has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 6.4, or"

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56. CANCELLATION BY CONTRACTOR

Delete the wording of subclause 56.1.1.2 and replace this clause with the following:

56.1.1.2 “Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or.”

58. SETTLEMENT OF DISPUTES

55.1.1 Add to the end of the first paragraph the words "with the exception that the Engineer's decision on the true intent and meaning of drawings shall be final and binding."

C1.7 GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	D.28
C2.2	BILL OF QUANTITIES	D.32

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C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

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

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

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- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

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

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- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.
- Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.
- 16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters "LI" in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive method only. The use of plant to provide works, other than plant specifically provided for in the scope of works, is a breach to the contract. The items marked with the letters "LI" are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not override any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 17 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive method. Any unauthorized use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

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C2.2 BILL OF QUANTITIES**SCHEDULE A: ROADWORKS**

1200	General Requirements and Provisions
1300	Contractor's Establishment and Provisions
1400	Housing, Offices and Laboratories for the Engineer's Personnel
1500	Accommodation of traffic
1600	Overhaul
1700	Clearing and Grubbing
1800	Daywork
2100	Drains
2200	Prefabricated Culverts
2300	Concrete Kerbing, Concrete Chanelling
3100	Borrow Materials
3300	Mass Earthworks
3400	Pavement Layers of Gravel
3500	Stabilisation
5100	Pitching, Stoneworks and Protection Against Erosion
5500	Fencing
5600	Road Signs
5700	Road Markings
5900	Finishing the Road and Road Reserve and Treating Old Roads
7300	Concrete Block Paving For Roads
8100	Testing Materials and Workmanship

CALCULATION OF TENDER SUM

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SUMMARY OF BILL OF QUANTITIES: CONSTRUCTION OF 2.389KM INTERNAL ROAD AND SURFACING WITH 80MM INTERLOCKING PAVING BLOCKS, AT SCORTIA

Number	Item Description	Tendered Amount R
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
1500	ACCOMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
5500	FENCING	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
7300	CONCRETE BLOCK PAVING FOR ROADS	
8100	TESTING MATERIALS AND WORKMANSHIP	
	TOTAL SCHEDULED ITEMS	
	ADD 10% CONTIGENCIES	
	ESCALATION CPA	
	SUBTOTAL	
	15% VAT	
	TOTAL	

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 1200

Number	Item Description	Unit	Quantity	Rate	Amount R
12.0	SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS				
12,01	The Contractor's obligations in respect of Local and other Labourers:				
	(d) Provision for Medical Examination for Local Labourers	PC Sum	1,00		
	(e) Contractor's charge to allow for handling costs and profit in respect of subitem 12.01(d)	%			
B12.02	Community Liason Officer (CLO) including Telephone allowance. The allowance is for two CLO's	Prov	1,0	100 000,00	100 000,00
	(b) Handling cost and profit in respect of sub item B12.02 (a) above	%	100 000,00		
B12.03	Contractor's obligations in respect of Emerging Contractors				
	(a) Remuneration One (1) Supervisor for SMMEs	Prov	1,00	600000	R 600 000,00
	(b) Contractor's charge to allow for handling costs and profit in respect of subitem 12.03(a)	%	600 000,00		
B12.04	Training				
	(a) Provisional Sum for all training - technical skills	Prov sum	1,0	100000	R 100 000,00
	(c) Remuneration of workers undergoing and other Labourers including wages during training	Prov. Sum	1,00	30000	R 30 000,00
	(d) Contractor's charge to allow for handling costs and profit in respect of subitem B12.04 (a)	%	100 000,00		
B12.07	Advertizing signboards as per JRA specifications				
	Supply, transport to site and erect contract signboards	No	2,0		
B12.06	Excavation for the exposing of, or searching of services				
	(a) 0m up to 2m				
	(i) soft material	m ³	133,0		
	(ii) Hard material	m ³	79,8		
	(b) Exceeding 2m up to 4m				
	(i) soft material	m ³	133,0		
	(ii) Hard material	m ³	79,8		
	(c) Extra over sub item (a) and (b) above for hand excavation by means of hand tools such as picks , crowbars and pneumatic tools in close vicinity of services or where no blasting or machine excavation is allowed				
	(i) soft material	m ³	79,80		
	(ii) Hard material	m ³	39,90		
B12.08	Relocation, removal, realignment and replacement of services				
	(a) Provisional Sum for existing services, relocation and/or protecting during construction	Prov sum	1	200 000,00	R 200 000,00
	(b) Handling cost and profit in respect of sub item B12.08 (a) above	%	200 000,00		
B12.09	Assisting Local Emerging Contractors	Prov Sum	1,00	800 000,00	R 800 000,00
	Contractor's handling costs and other charges	%	800 000,00		
Total Carried Forward To Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 1300

Number	Item Description	Unit	Quantity	Rate	Amount R
13	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	Contractor's general obligations				
	(a) Fixed obligations	L/sum	1		
	(b) Value-related obligations	L/sum	1		
	(c) Time-related obligations	Months	12		
B13.01	The Contractor's general obligations: Items (a) to c) As a Percentage of Tender Sum as stated below				
	(e) Health and Safety obligations	Monthly	12,0		
	HIV/AIDS Awareness				
	f (i) Awareness Champion	Prov Sum	1,0	10 000,00	10 000,00
	(ii) Handling costs and profit in respect of Sub-item B13.01 (a)	%	10 000,0		
	COVID-95 Awareness and monitoring				
	(i) Fixed costs	Sum	1		
	(ii) Monthly Costs	Monthly	12		
B13.02	Environmental Management				
	(a) Environmental Compliance Officer	Prov	1	360 000,00	360 000,00
Total Carried Forward To Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 1400

Number	Item Description	Unit	Quantity	Rate	Amount R
14	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
14,01	Office and laboratory accommodation				
	(a) Offices (interior floor space only)	m ²	40,0		
	(e) Ablution units	m ²	10,0		
14,02	Office and laboratory furniture				
	(a) Chairs	No	2,0		
	(d) Desks, complete with drawers and locks	No	2,0		
	(e) Drawing tables	No	1,0		
	(f) Conference tables	No	1,0		
14,03	Office and laboratory fittings Installations and equipment				
	(a) Items measured by number				
	(1) 220/250 volt power points	No	3,0		
	(2) 400/231 volt 3-phase power points	No	3,0		
	(3) Double 80 watt fluorescent light fittings complete with ballast and tubes	No	2,0		
	(4) Double 55 watt fluorescent light fittings complete with ballast and tubes	No	2,0		
	(5) Single incandescent light fittings complete with 100 watt globes	No	2,0		
	(6) Hand wash basins complete with taps and drains	No	2,0		
	(10) Fire extinguishers, 9,0 kg,all purpose dry powder type, complete, mounted on wall with brackets	No	2,0		
	(11) Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	No	1,0		
	(14) General-purpose steel cupboards with shelves	No	1,0		
Total Carried Forward					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 1400

Number	Item Description	Unit	Quantity	Rate	Amount R
Total Brought down					
	(15) Steel filing cabinets with drawers	No	1,0		
	(16) Refrigerators	No	1,0		
	(17) Bookcases	No	1,0		
	(b) Prime-cost items and items paid for in a lump sum:				
	(i) Provision of the cost of calls in connection with contract administration (Air time only)	Prov	1,0	7 000,00	7 000,00
	(ii) Handling costs and profit in respect of subsubitem 14.03(b)(1) above	%			
	(c) Items measured by area				
14,04	Car ports				
	(a) Car ports, as specified, at offices and laboratory buildings	No	2,0		
14,08	Services				
	(a) Services at office and laboratories				
	(1) Fixed costs	L/sum	1,0		
	(2) Running costs	month	12,0		
14,1	Provision of photostat facilities	month	12,0		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 1500

Number	Item Description	Unit	Quantity	Rate	Amount R
15	ACCOMODATION OF TRAFFIC				
B15.01	Accommodating traffic and maintaining temporary deviations	km	2,39		
B15.02	Earthworks for temporary deviations				
	(a) Shaping of temporary deviations	km	2,39		
	(b) Cut and borrow to fill	m ³	2 475,4		
B15.03	Temporary traffic-control facilities				
	(a) Flagmen	man-day	1 872,0		
	(b) Portable STOP and GO-RY signs	No	12,0		
	(c) Temporary traffic-control signals as specified or as shown on the drawings	No	12,0		
	(e) Road signs, R- and TR-series, (size indicated)	No	12,0		
	(f) Road signs, TW-series, (size indicated)	No	12,0		
	(g) Road signs, STW-, DTG-, TGS- AND TG-series (excluding delineators and barricades)	m ²	12,0		
	(h) Delineators (DTG50J) (size indicated):				
	(1) Single	No	25,0		
	(j) Traffic cones (size indicated)	No	30,0		
15,05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m ³	1 706,5		
15,06	Watering of temporary deviations	kℓ	2 071,3		
B15.07	Blading by road grader of:				
	(a) Temporary deviations	km-pass	2,4		
	(b) Existing roads used as temporary deviations	km-pass	2,4		
	(c) Existing gravel shoulders used as temporary deviations	km-pass	2,4		
15,08	Repairs, alterations and/or additions to existing roads used as temporary deviations	Prov sum	2,4		
Total Carried Forward					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 1400

Number	Item Description	Unit	Quantity	Rate	Amount R
Total Brought down					
15,1	Accommodation of traffic where the road is constructed in half-widths	km	2,4		
15,12	Temporary culverts (a) Provision and laying of temporary prefabricated culverts complete (1) 300 mm dia type Spigot and Socket with Class B bedding (c) Eventual removal of prefabricated culverts (d) Overhaul on excavated material carted to spoil, backfill material (but excluding portland cement), prefabricated culverts removed and reinstalled, and prefabricated culverts removed and stacked, for haul in excess of a free-haul distance of 1,0 km	m	23,9		
		m	35,8		
		m ³ -km	4234		
B15.14	Penalty to be conducted for non-compliance with requirements for accomodation of traffic (a) Fixed penalty for occurrence (b) Time related penalty	No		5 000,00	Rate Only
		hour		5 000,00	Rate Only
B15.15	Penalty to be conducted for non-compliance with Environmental compliance Minor offences e.g. littering, failure to use ablutions Moderate offences e.g small oil spills spilling of oil and any offence in an area declared by the Environmental Officer to be preserved serious offences e.g. Large oil spills, etc Damage to significant features e.g. Pollution of water resources R 10 000.00	No		500,00	Rate Only
		No		1 000,00	Rate Only
		No		5 000,00	Rate Only
		No		10 000,00	Rate Only
B15.15	Penalty to be conducted for non-compliance with Occupational Health and Safety compliance Minimum fine applicable to moderate offences e.g non compliances (as per OHS Specifications) not closed within 30 days. Serious offences e.g. Direct breaching of direct legal requirement as per the OHS Act/ CR. Repeated significant serous breach of legal OHS/ CR 14	No		1 000,00	Rate Only
		No		5 000,00	Rate Only
		No		10 000,00	Rate Only
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 1600

Number	Item Description	Unit	Quantity	Rate	Amount R
16	OVERHAUL				
16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	INCLUDED ELSEWHERE		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 1700

Number	LIC	Item Description	Unit	Quantity	Rate	Amount R
17		CLEARING AND GRUBBING				
17.01		Clearing and grubbing	m2	17918		
17.02	LI	Removal and grubbing of large trees and tree stumps				
	LI	(a) Girth exceeding 1m up to and including 2m	No	2,0		
	LI	(b) Girth exceeding 2m up to and including 3m	No	5,0		
17.03		Re-clearing of surfaces (on the written instructions of the Engineer only)	ha	0,2		
17.04	LI	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	33,3		
17.05	LI	Cleaning out of hydraulic structures				
	LI	(a) Pipes with an internal diameter up to and including 750 mm	m ³	16,63		
	LI	(b) Pipes with an internal diameter exceeding 750 mm	m ³	13,30		
	LI	(c) Box culverts up to and including 1,5 m vertical dimension	m ³	16,63		
	LI	(d) Box culverts exceeding 1,5 m vertical dimension	m ³	13,30		
Total Carried Forward to Summary						

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 1800

Number	Item Description	Unit	Quantity	Rate	Amount R
B18.01	Dayworks Personnel				
	(a) Unskilled labour	h	40,0		
	(b) Semi-skilled labour	h	10,0		
	(c) Skilled labour	h	10,0		
	(d) Ganger	h	10,0		
	(e) Flagmen	h	10,0		
B18.02	Equipement				
	(a) Bulldozer with rippers (minimum 125kW)	h	6,0		
	(b) Front end loader (minimum 60kW)	h	6,0		
	(c) Tractor loader backhoe 4 x 4 (50kW)	h	6,0		
	(d) Track excavator (125kW)	h	6,0		
	(e) Smooth drum roller (12 ton)	h	8,0		
	(f) Water bowser (10 000 litre)	h	6,0		
	(g) Tip truck 6 m ³ capacity	h	6,0		
	(h) Tip truck 10 m ³ capacity	h	6,0		
	(j) Water pump (75mm diameter with 50m hose)	h	60,0		
B18,03	Materials	Prov	1,0	136 000,00	136 000,00
	Contractor's handling cost	%	1,0		
B18,04	Transport				
	(a) LDV (1600cc)	km	600,0		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 2100

Number	Item Description	Unit	Quantity	Rate	Amount R
21	DRAINS				
21,02	Clearing and shaping existing open drains	m ³	166,3		
21,03	Excavation for subsoil drainage systems: (a) Excavating soft material situated within the following depth ranges below the surface level:				
	(1) 0 m up to 1,5 m	m ³	274,3		
	(2) Exceeding 1,5 m and up to 3,0 m	m ³	29,1		
	(b) Extra over subitem 21.03(a) for excavation in hard material irrepective of depth	m ³	24,9		
21,04	Impermeable backfilling to subsoil drainage systems	m ³	29,1		
21,06	Natural permeable material in subsoil drainage systems (crushed stone):				
	(b) Crushed stone obtained from commercial sources				
	(i) Coarse grade (19mm stones)	m ³	29,1		
21,07	Natural permeable material in subsoil drainage systems (sand):				
	(b) Crushed stone obtained from commercial sources				
	(i) Coarse grade (19mm stones)	m ³	13,3		
21,08	Pipes in subsoil drainage systems:				
	(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings				
	(1) 100 mm internal dia. perforated or slotted	m	332,5		
21,1	Synthetic-fibre filter fabric				
	(a) Grade C or similar	m ²	498,8		
21,12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(a) Outlet structures	No	6,0		
	(b) Manholes boxes	No	8,0		
	(c) Junction boxes	No	7,0		
	(d) Cleaning eyes	No	7,0		
21,13	Concrete caps for subsoil drain pipes	No	7,0		
21,14	Repairing or replacing existing drainage systems	Prov sum	1,0		
21,15	Overhaul for material hauled in excess of 1,0 km free-haul (normal overhaul)	m ³ -km	1829		
B21.20	Subsoil drainage markers	No	17		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 2200

Number	Item Description	Unit	Quantity	Rate	Amount R
22	PREFABRICATED CULVERTS				
22,01	Excavation (a) Excavating soft material situated within the following depth ranges below the surface level: (1) 0 m up to 1.5 m (2) Exceeding 1,5 m and up to 3,0 m (3) Exceeding 3,0 m and up to 4,5 m (b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth				
		m ³	1,0		
		m ³	35,0		
		m ³	3,4		
		m ³	3,8		
22,02	Backfilling: (a) Using the excavated material (b) Using imported selected material				
		m ³	26,8		
		m ³	21,3		
22,03	Concrete pipe culverts: (b) On class B bedding (1) 600mm dia 100D. Spigot and Socket				
		m	40,0		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 2300

Number	Item Description	Unit	Quantity	Rate	Amount R
23	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23.01	Concrete kerbing				
	(a) Precast kerbing to SABS 927				
	(i) Figure 8b kerb	m	0,0		
	(ii) Figure 8c kerb	m	587,0		
	(iii) Figure 12 kerb (for paving restraints)	m	1 830,0		
23.07	Trimming of excavations for concrete-lined open drains:				
	(a) In soft material	m ²	1530		
	(b) In hard material	m ²	1530		
23.08	Concrete lining for open drains:				
	(a) Cast in situ concrete lining (25/19 Mpa as per drawing number...)	m ³	367		
	(b) Class U2 surface finish to cast in situ concrete (as per drawing number...)	m ²	2330		
23.09	Formwork to cast in situ concrete for open drains (class F2 surface finish):				
	(a) To sides with formwork on internal face only	m ²	0		
	(b) To sides with formwork on both internal and external faces (each face measured)	m ²	218		
	(c) To ends of slabs	m ²	7		
23.10	Sealed joints in concrete linings of open drains (to drawing number)	m	2915		
23.12	Steel reinforcement:				
	(c) Welded steel fabric	kg	149		
23.13	Polyethylene sheeting (0,15mm thick) for concrete-lined open drains	m ²	5929		
B23.16	Demolition and removal of existing kerbs and/or channel	m ³	0		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 3100

Number	Item Description	Unit	Quantity	Rate	Amount R
31	BORROW MATERIALS				
31.01	Excess overburden	m ³	2 400,0	18,00	
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	3,0	15 000,00	
	(b) Intermediate material	ha	3,0	12 000,00	
	(c) Soft material	ha	5,0	7 000,00	
B31.04	Compensation to landowners				
	Prime cost sum for compensation to landowners	PC Sum	1,0	80 000,00	
	Handling costs and profit in respect of sub item B31.04(a) above	m ³	149,3	300,00	
31.05	Protecting borrow pits:				
	Fence supplied and erected as indicated on drawing no ----- and/or ordered by the engineer				
	a) Stock proof fencing as per detail, all inclusive	km	4	20 500	
	b) Corner post as per detail, all inclusive	No.	64	105	
	c) Gates, all inclusive.	No.	8	3 200	
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 3300

Number	Item Description	Unit	Quantity	Rate	Amount R
33	MASS EARTHWORKS				
33.01	Cut and borrow to fill, including free-haul up to 0.5km				
	(a) Gravel material in compacted layer thickness of 200 mm and less:				
	(i) Compacted to 90% of modified AASHTO density	m ³			Rate Only
	(ii) Compacted to 93% of modified AASHTO density	m ³	8 590,3		
	(c') Rock fill	m ³	60,0		
	(e) Pioneer layer	m ³	179,2		
	(f) Sand filter blanket (as specified in subclause 3307(f))	m ³	149,3		
33,03	Extra over item 33.01 for excavating and breaking down material in:				
	(a) Intermediate excavation	m ³	298,6		
	(b) Hard excavation	m ³	149,3		
	(c) Boulder excavation class A	m ³	107,5		
	(d) Boulder excavation class B	m ³	107,5		
33.04	Cut to spoil, including free-haul up to 0,5 km. Material obtained from:				
	(a) Soft excavation	m ³	8 349,6		
	(b) Intermediate excavation	m ³	1 669,9		
	(c) Hard excavation	m ³	556,6		
	(d) Boulder excavation class A	m ³	556,6		
33.05	Overbreak in hard and boulder class A excavation	m ²	55,0		
33.07	Removal of unsuitable material (including free-haul of 0.5 km):				
	(b) In layer thicknesses exceeding 200mm				
	(1) Stable material	m ³	358,4		
	(2) Unstable material	m ³	215,0		
33,1	Roadbed preparation and the compaction of material				
	(b) Compaction to 93% of modified AASHTO density	m ³	3 655,2		
33,11	Three-roller-passes compaction:				
	(a) Vibratory roller	m ²	14 334,0		
Total Carried Forward					

Upgrading Of Mathukuthela gravel Road

SECTION 3300

Number	Item Description	Unit	Quantity	Rate	Amount R
Total Brought Down					
33,12	In situ treatment of roadbed:				
	(a) In situ treatment by ripping	m ³	3 655,2		
	(b) In situ treatment by blasting	m ³	143,3		
33,13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m ²	442,0		
	(b) Fill slopes	m ²	442,0		
33,14	Extra over item 33.01 for excavating material from the pavements and fills of existing roads:				
	(a) Non-cemented material	m ³	107,5		
33,18	Extra over items 33.10, 33.11 and 33.12 for preparing and/or treating the roadbed and compacting material in restricted areas:				
	(a) Item 33.10 for roadbed preparation and the compaction of material	m ³	149,3		
	(b) Item 33.11 for three roller passes compaction	m ³	107,5		
	(c) Item 33.12 for in situ treatment of roadbed	m ³	107,5		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 3400

Number	Item Description	Unit	Quantity	Rate	Amount R
<p>34</p> <p>PAVEMENT LAYERS OF GRAVEL MATERIAL</p> <p>34.01 Pavement layers constructed from gravel taken from cut or borrow or commercial sources including all haul</p> <p>(a) Gravel selected layer compacted to:</p> <p>(ii) 93% of modified AASHTO density for a compacted thickness of 150mm (G7)</p> <p>(ii) 93% of modified AASHTO density for a compacted thickness of 150mm (G9)</p> <p>(d) Gravel subbase (chemically stabilised) layer compacted to:</p> <p>(ii) 96% of modified AASHTO density for a compacted thickness of 150mm (G5 chemically stabilised)</p> <p>(g) Gravel Shoulders</p> <p>(ii) 93% of modified AASHTO density for a compacted thickness of 150mm (G9)</p>		<p>m³</p> <p>m³</p> <p>m³</p> <p>m³</p> <p>m³</p>	<p>3 273,5</p> <p>3 429,4</p> <p>3 117,6</p> <p>207,8</p>		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 3500

Number	Item Description	Unit	Quantity	Rate	Amount R
35	STABILIZATION				
35,01	Chemical stabilization extra over unstabilized compacted layers at 3%				
	(b) Sub-base				
	(2) 150mm thickness	m ³	3 117,6		
35,02	Chemical stabilizing agent:				
	(a) Ordinary portland cement	t	374,1		
35,04	Provision and application of water for curing	kl	514,404		
35,1	Extra over item 35.01 for chemical stabilization in restricted areas:				
	(b) In situ mixing	m ³	935,3		
35,13	Extra over items 35.01 for trial sections	m ³	93,5		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 5100

Number	Item Description	Unit	Quantity	Rate	Amount R
51	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION				
51,01	Stone pitching:				
	(b) Grouted stone pitching	m ²	15,0		
51,05	Concrete edge beams				
	(a) Class 20/19	m ³	39,9		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 5100

Number	Item Description	Unit	Quantity	Rate	Amount R
5500	FENCING				
55.04	Moving existing fences and gates: a) Fences: (i) Stock-proof fences (b) Gates	km No	0,50 4		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 5600

Number	Item Description	Unit	Quantity	Rate	Amount R
56	ROAD SIGNS				
56,01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
	(a) Aluminium sheet (2,0 mm thick)				
	(1) Area not exceeding 2 m ²	m ²	215,0		
56,03	Road sign supports (overhead road sign structures excluded):				
	(c) All traffic sign poles shall be D shaped 76mm OD x 2mm wall thickness galvanised treated poles, capped with 12mm hole drilled 200mm from bottom for a safety pin (200mm long).				
	(1) 76mm dia.	m	30,0		
56,05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	60,0		
56,06	Extra over item 56.05 for cement-treated soil backfill	m ³	12,0		
56,07	Extra over item 56.05 for rock excavation	m ³	12,0		
56,08	Dismantling, storing and re-erecting road signs with a surface area of:				
	(a) Up to 2 m ²	No	10,0		
56,09	Dismantling and storing road signs with a surface area of:				
	(a) Up to 2 m ²	No	10,0		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 5700

Number	Item Description	Unit	Quantity	Rate	Amount R
57	ROAD MARKINGS				
57,01	Road marking paint:				
	(a) White lines (broken or unbroken)				
	(1) 100 mm wide	km	4,78		
	(2) 150 mm wide	km	2,00		
	(b) Yellow lines (broken or unbroken)				
	(1) 100 mm wide	km	0,00		Rate Only
	(2) 150 mm wide	km	0,00		Rate Only
	(3) 200 mm wide	km	0,00		Rate Only
	(d) White lettering and symbols	m ²	300,00		
57,06	Roadstuds on speed humps				
	Ferro Lynx stee body with shank (43 element				
	glass reflective lens)	No.	48		
57,06	Setting out and premarking the lines (Excluding				
	traffic-island markings, lettering and symbols)	km	5,18		
57,07	Re-establishing the painting unit at the end of the				
	maintenance period	L/Sum	1,00		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 5900

Number	Item Description	Unit	Quantity	Rate	Amount R
59	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59,01	Finishing the road and road reserve:				
	(b) Single carriageway road	km	4,60		
59,02	Treatment of old roads and temporary deviations	km	2,30		
Total Carried Forward to Summary					

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 5900

Number	Item Description	Unit	Quantity	Rate	Amount R
73	CONCRETE BLOCK PAVING FOR ROADS				
73,01	(a)Concrete block paving (221 x 110 x 80mm thick "Infraset Crazy E G Block" or similar approved), Including 20mm Sand	m ²	15 767,4		
73,01	(a)Concrete block paving (221 x 110 x 60mm thick "Infraset Crazy E G Block" or similar approved), Including 20mm Sand	m ²	5 255,8		
73,02	(b)Cast in situ concrete edge and intermediate beams	m ³	93,5		
73,03	Provision of approved herbicide and ant poison:				
	(a) Provision of materials	SUM PC	1		
	(b) Contractor's charges and profit added to the prime cost sum	%			
B7304	(b) PEDESTRIAN RAMPS				
	Pedestrian ramp "type C" including transitions complete ref dwg: JRA-SD-R016,R017	No.	6		
Total Carried Forward to Summary					

Contract No. MLM/SCM/59/2023

CONSTRUCTION OF SCORTIA INTERNAL ROAD

SECTION 8100

Number	Item Description	Unit	Quantity	Rate	Amount R
81	TESTING MATERIALS AND WORKMANSHIP				
81,02	Other special tests requested by the engineer	Prov sum	1,0	200 000,00	200 000,00
	(b) Handling costs and profit in respect of subitem B81.02(a)	%	200 000,00		
Total Carried Forward to Summary					

MARULENG LOCAL MUNICIPALITY



CONSTRUCTION OF SCORTIA INTERNAL ROAD

CONTRACT NUMBER: MLM/SCM/59/2023

PROCUREMENT DOCUMENT: BOOOK 2 OF 2

CLOSING DATE: 31 JANUARY 2024

Maruleng Local Municipality 64 Springbok Street P.O. Box 627 Hoedspruit 1380 Tel: (015) 590 1650 or (015) 793 2409 Fax: (015) 793 2341 Email:	Batatise Consulting Engineers Kildrummy Office Park Building 8, first floor Cnr Witkoppen & Umhlanga Avenue, PAULSHOF Kildrummy Office Park, Building 8, first floor Contact: Name: W. Masango Cell: 082 506 1095 Email: winstone@batatiseconsulting.com
Tenderer	
CIDB Registration Number:	
Total of the prices inclusive of 15% VAT: R	
Amount in Words:	
Preferences claimed for : (tick relevant boxes)	
<input type="checkbox"/> HDI equity ownership	<input type="checkbox"/> Youth equity ownership
<input type="checkbox"/> Subcontracting to CIDB registered contractors	<input type="checkbox"/> SMME status
<input type="checkbox"/> Specific CIDB Contractor Grading Designations	<input type="checkbox"/> Head office within Maruleng Municipal Boundaries
references claimed for tendered contract participation goal of	



MARULENG LOCAL MUNICIPALITY

CONTRACT NO: MLM/SCM/59/2023

FOR

CONSTRUCTION OF SCORTIA INTERNAL ROAD

FOR CONTRACTOR GRADING CIDB 7CE or higher

CONTRACT DOCUMENT

DATE: DECEMBER 2023

ISSUED BY:



Maruleng Local Municipality
64 Springbok Street
P.O. Box 627
Hoedspruit
1380
Maruleng Local Municipality

PREPARED BY:



Kildrummy Office Park
Building 8, first floor
Cnr Witkoppen & Umhlanga Avenue, PAULSHOF
Cell: 078 138 1392

Kildrummy Office Park
Building 8, first floor

NAME OF TENDERER:

CONTRACTOR CIDB GRADING:

ADDRESS :

TEL : **FAX :**



MARULENG LOCAL MUNICIPALITY

CONTRACT NO: MLM/SCM/59/2023

FOR

CONSTRUCTION OF SCORTIA INTERNAL ROAD.

THE CONTRACT (VOLUME 3)

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MARULENG LOCAL MUNICIPALITY

CONTRACT NO: MLM/SCM/59/2023

FOR

CONSTRUCTION OF SCORTIA INTERNAL ROAD.

C3.1: DESCRIPTION OF THE WORKS

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Maruleng Local Municipality (MLM) requires a contractor with at least 6 years experience in Roads and Stormwater construction, to undertake road upgrade of an existing access gravel road in Scortia inclusive of any stormwater related works, as guided by the Employer's Agent using labour-intensive methods in accordance with EPWP Guidelines.

In addition to the stated Employer's objectives above, MLM aims to deliver public infrastructure using labour-intensive methods where possible as required by the Expanded Public Works Programme to provide temporary employment opportunities to local unemployed people and to provide training or skill development to these locally employed workers. The works in this contract are to be executed by using both conventional and labour-intensive construction methods according to the Special Public Works Programme (EPWP).

Works earmarked for Labour Intensive construction methods have not been numbered with a prefix "LI" in the bill of quantities to distinguish them from the conventional construction works. Such work shall be identified once the project has been defined and shall be constructed using local workers who are temporarily employed in terms of the project specification.

It must be noted that an established contractor, in terms of the prescribed category of CIDB, will be appointed. Only certain components of the project, to be indicated as "LI" in the bill of quantities, will be executed in terms of the guidelines and requirements of the EPWP and this will be done at project award.

The Contractor must familiarize him/her with the above-mentioned requirements and price the document accordingly. Allowance in pricing must be made for the Labour-Intensive Works.

C3.1.2 LABOUR-INTENSIVE WORKS

Labour-intensive Works comprise the activities described in the Labour-Intensive Specifications under the Expanded Public Works Programme (EPWP), therefore in line with the Second Edition Guidelines dated June 2005. Such Works shall be constructed using local workers who are temporarily employed in terms of the scope of the Works. The works such as the following will be executed under EPWP and allowance will be made in the designs for such works:-

Earthworks

Allowance was made for labour intensive excavation (the rates for excavation will be split into labour intensive and conventional). Excavation will be limited to the exposure of services and to shallow excavation less than 1,0 meter deep.

Construction Materials

Some material is expected to be suitable for bedding and backfilling and will be done labour intensively due to the nature of the work.

Supplementary material should however be sourced in the vicinity of the site works to accommodate labour intensive construction.

Stormwater and Building Work

Masonry works such as junction boxes, inlet and outlet structures and field inlets naturally allows for labour intensive construction. The concrete works i.e. side drains and head walls will be done by labour intensive methods.

Road Construction

Roads construction does not form part of the scope but if limited rehabilitation be required, will be conventionally constructed but the laying of kerbing, channeling as well as placement of catch-pits have labour intensive components.

Side-walks and Shaping

Any shaping and level work on side-walks and within the road reserve, which together with finishing off of the site and shaping within the road reserve shall be done by hand.

Contract documentation was compiled in line with the EPWP Guidelines, therefore were additional bid data and contract data included in the contract.

The Scope of Works also complies with SANS1921-5 and SANS1914-5, training of targeted labour and employment of labourers according to Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes.

The contractor shall submit detailed reports on jobs created through labour intensive methods (EPWP) in the format provided by the employer. These reports are required to be submitted to the Engineer during monthly site meetings to ensure adherence to the preceding requirements.

C3.1.3 OVERVIEW OF THE WORKS

The work to be performed under this contract comprises of upgrade of the existing access gravel road to 6m wide surfaced road of 2.389km long (paving blocks), and provision of associated stormwater control and hydraulic structures suburb in the jurisdiction of Maruleng Local Municipality. This contract consists of one Contractor for CIDB grading 6CEPE or 7CE or higher.

The identified work is listed in the table below.

The road names indicated in the tables are as they are labelled on the drawing numbered BCE/MLM/SH/01

Table 1: Proposed Scope of Work

Road ID	Length	Proposed road width	GPS coordinates / road		Start Elevation (m)	End Elevation (m)	Road Reserve
	Length /m		Start	End			
Scortia Access Road	2389m	6m	24°30'56.25" S 30°57'30.49" E	24°30'10.05" S 30°58'30.03" E	655	627	15m
Scortia Access Road	Surface the road with 80m Installation of culverts, drains						

The appointed contractor should appoint local sub-contractors (SMMEs) through an appropriate tendering process to undertake the execution of the works that are required in this bid to complete the project.

The contractor should allocate the work to be implemented by local sub-contractors (SMMEs). The Contractor must derive a mini bill of quantities (BOQ) for approval by the Employer and acceptance by the Contractor. The Contractor may consider the following works for SMMEs, under the BOQ sections indicated below: -

- 2100: Drains
- 2200: Prefabricated Culverts
- 2300: Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, And Concrete Linings for Open Drains
- 5100: Pitching, Stonework and Protection Against Erosion
- 7300: Concrete Block Paving for Roads

The Contractor will be instructed by the Employer;'s Agent on the works that should be considered for labour intensive but was previously done conventionally with machines.

Subcontracting the work to local SMMEs Sub-contractors does not relieve the Contractor from any liability or obligation under the contract.

The Employer reserves the right to reduce the scope of work if the budget for implementation is not available.

C3.1.3.1 CIDB grading 6CEPE or 7CE or higher

- (i) The total project value will be not more than R60.0 million based on the CIDB Grading level (excluding VAT, Contract Price Adjustment and contingencies). The MLM reserves the right not to appoint any contractor.
- (ii) Works shall be allocated within the scope and the duration of this Contract for construction as directed.
- (iii) The Employer's Agent and/or Employer shall have full control over which works are to be allocated and the sequence of construction of all allocations.
- (iv) It is expected that the service provider will complete these work allocations in 12 months per work allocation (that is each work allocation will be completed in not more than 12 months otherwise MLM will impose penalties for late completion).

- (v) **The maximum number of allocations, the major constituents of which will run concurrently, shall be limited to three unless otherwise mutually agreed. Each allocation will be covered by a written instruction from the Employer's Agent and/or Employer.**
- (vi) Work may be allocated in any region of the Municipal Area at the discretion of the Employer's Agent and/or Employer.

C3.1.3.2 Extent of the Works

The project is situated in the township of Scortia within the jurisdiction of Maruleng Local Municipality. The works comprises of upgrade of the existing access gravel road to 6m wide surfaced road of 2.389km long (paving blocks), and provision of associated stormwater control and hydraulic structures. The access road is connecting the location of Scortia to road R531, it is of importance to the people staying in Scortia

- a) The contract shall provide for the supply of all labour, materials and plant necessary for the upgrading Works allocated to the Contractor during the contract period in the Scortia area.
- 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, stormwater culverts and associated structures.
 - (iii) Laying and bedding of concrete culverts.
 - (iv) Backfilling of trenches and restoration of ground surfaces on completion.
 - (v) Construction of inlet, outlet, junction and manhole structures with concrete, precast concrete and / or brick walls.
 - (vi) Construction of concrete, precast concrete retaining blocks and gabion earth retaining structures and erosion protection structures in water courses.
 - (vii) Construction of segmental concrete block roads, pavements.
 - (viii) Laying of precast kerbing.
 - (ix) Installation of road signs and markings. All traffic sign poles shall be D shaped 76mm OD x 2mm wall thickness galvanised treated poles, capped with 12mm hole drilled 200mm from bottom for a safety pin (200mm long).
 - (x) Construction of speed humps and raised pedestrians' crossings.
 - (xi) Earthworks Construction of selected layerworks

- d) ***The extend of the work for local SMMEs sub-contractors shall include and be limited to the following:***
- (i) The barricading of the works including all traffic signs and required protective measures.***
 - (ii) Trench excavations for drains, stormwater pipes and associated structures.***
 - (iii) Laying and bedding of concrete culverts.***
 - (v) Backfilling of trenches and restoration of ground surfaces on completion.***
 - (v) Construction of concrete, precast concrete retaining blocks and gabion earth retaining structures and erosion protection structures in water courses.***
 - (xii) Construction of segmental concrete block roads.***
 - (xiii) Laying of precast kerbing.***
 - (xiv) Installation of road signs and markings. All traffic sign poles shall be D shaped 76mm OD x 2mm wall thickness galvanised treated poles, capped with 12mm hole drilled 200mm from bottom for a safety pin (200mm long).***
 - (xv) Construction of concrete block speed humps and raised pedestrians' crossings***

C3.1.3.3 Existing Services

Services exist in the street to be upgraded and other nearby streets. The exact location of some services is not known, and the Contractor will always be required to be in contact with the relevant service owners. The Contractor is required to exercise extreme caution in his construction activities until the exact positions of all services in the vicinity have been established. It is expected however that in some cases final decisions will have to be made on site as to the protection of services. Major services currently identified, which require to be protected or relocated, include:

- i) Electrical overhead and underground cables along the streets.
- ii) Telkom lines / cables;
- iii) Water reticulation system;

1.3.4. Accommodation of Traffic

Furthermore, it is a requirement of this Contract that the contractor ensures that all residents have access to their properties after hours and on weekends; all businesses are to have access during business hours. The Contractor is to implement temporary measures / deviations as required in order to achieve this outcome. Prior to the implementation of any deviation, written permission for such deviations shall be obtained from the Employer's Agent.

The Contractor shall advise all residents, community leaders and other stakeholders at least 2 weeks prior to the commencement of construction activities in an area. The Contractor is to employ a Community Liaison Officer in conjunction with the community structures in the area in order to achieve this outcome.

1.3.5. Filling and Backfilling

Shortage in filling and backfilling material is anticipated and all will be obtained from approved sources. The Contractor will seek approval from the Employer's Agent before using any materials on site.

1.3.6. Side Walks (walk ways)

Paved side walk of 2m is to be considered on one side of the access road.

C3.1.4 LOCATION OF THE WORKS

Work will be allocated in Scortia.

C3.1.5 TEMPORARY WORKS

Temporary deviations and traffic signs will be required for the accommodation of traffic during construction period.

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C3.2: PROJECT SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

C3.2.1 Standard Specifications

C3.2.1.1. General

The Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO, together with additional amendments as set out in Section C3.2.2. The Contractor may purchase copies of COLTO from the South African Institution of Civil Engineers.

SAICE

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

Technical Specifications

- i) The documents applicable to the construction of the Works and the contract management will be the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 and the General Conditions of Contract 2015
- ii) Construction Regulation 2014 of the Occupational Health and Safety Act 85 of 1993 as amended in 2014.
- iii) The Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012, as adapted for the MLM, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

Regulatory Specifications.

- i) Environmental Impact Assessment (EIA) approval is not required, as construction work will take place within the urban boundary and within a registered servitude.
- ii) No Water use License approval is required.

C3.2.2 Project Specification Amendments to the Standard Specifications

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional

requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new series, new clause or a new payment item which does not form part of a series, clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.
3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the General Conditions of Contract for Construction Works Third Edition (2015, published by the South African Institution of Civil Engineering (SAICE)).

4 Particular Conditions of Contract

- i) The applicable CIDB grading will be 7CE or 6CEPE.
- ii) The Client reserve the right to reduce the scope of work if the budget is not available
- iii) Any changes by the bidder relating to resources allocated to the project will require MLM approval prior to deployment by the bidder.
- iv) Non or poor performance by the bidder will result in cancellation of works orders and termination of the contract.
- v) Due diligence will be performed on bidders meeting minimum requirements to establish their capacity to undertake MLM projects. Due diligence will include financial position (resources), verification of work successfully completed work.
- vi) Contracts will be entered and accepted by the bidders involved.
- vii) Contractors will be required to submit a performance guarantee amounting to 10% of the contract value, for every contract entered into.
- viii) The contractor will be required to submit a letter of intent to produce a performance guarantee of 10 percent of the appointment value of any project awarded.
- ix) *The penalty for delay is R2, 000 per working day or part thereof, is applicable on this contract for failure to complete the project within the due completion time.***
- x) The contractor must comply with the provisions and contractual arrangements of the Occupational Health and Safety Act (OHSA) as well as the Environmental Management Act (NEMA): Waste Management and latest versions of the COVID-19 Occupational Health and Saety measures in worlplaces, detailed in the Government Gazetter No.42257 date 20 April 2020 and SAFCEC guideline: Protection of workforce during COVID-19.
- xi) All workers of any project undertaken as part of this bid must undergo a medical fitness test by an Occupational Health and Safety Practitioner who is registered with the South African Nursing Council (SANC) before and at the end of their employment.
- xii) The medical test certificates must be presented by the successful bidder to MLM after the appointment of the successful bidder.
- xiii) The EPWP Guidelines will be implemented on all gravel roads projects.
- xiv) The contractor must employ unskilled labourers only from targeted community.
- xv) The maximum value of the contract that can be sub contracted is 30%.
- xvi) The bidder is to appoint local sub-contractors (SMMEs) through clear and transparent procurement process, to undertake the execution of the works that are required in this bid to complete the project.
- xvii) The development of SMME contractors will be undertaken in accordance with MLM procedures and policies.

- A minimum of 30% of the value of this contract, excluding escalation and contingencies, must be earmarked as Community Retain Earnings (CRE), which includes the work undertaken by local SMME contractors, plant and materials purchased from local suppliers.
- Other items expenditure items which can be included when reporting CRE entail but not limited to:
 - The employment and training of local labour;
 - Renting of local transport;
 - Employment of local sub-contractors.
 - Employment of local security companies.
- ***The local SMMEs subcontractors should be paid by the Contractor within seven (07) working days following the submission and approval of their invoices. The local SMMEs subcontractors should be paid every month.***
- ***The contractor should attach to the progress payment certificate a copy of invoices received from local SMMEs subcontractors including proof of payment.***
- ***No payment certificate shall be processed by the Employer's Agent if there is outstanding payment due to local SMMEs subcontractors unless otherwise agreed by the two parties.***

xviii) The bidder must have the following list of resources in his employ for the particular project:

RESOURCE DESCRIPTION	TECHNICAL QUALIFICATION	PROFESSIONAL REGISTRATION	EXPERIENCE IN ROADS CONSTRUCTION PROJECTS	AVAILABILITY ON PROJECTS
CONSTRUCTION CONTRACTS MANAGER	BTech/BEng Degree in Civil Engineering or Higher	Registered as a professional in the Built Environment.	Minimum of 8 Years as Contracts Manager on Roads and Stormwater related projects.	As and when required on Site
CONSTRUCTION SITE AGENT	National Diploma in Civil Engineering or higher	None required	Minimum of 3 Years or Higher as Construction Site Manager (Site Agent) on Roads and Stormwater related projects.	Fulltime on Site

FOREMAN	None required	None required	Minimum 5 years as a General Foreman in Roads and Stormwater related projects.	Fulltime on Site
SAFETY OFFICER	NADSAM	Registered as a Construction Health & Safety Officer (CHSO) or higher eg. Construction health and Safety Manager (CHSM) or Construction Health and Safety Agent (CHSA)	Minimum of 5 Years or Higher in road related projects	Fulltime on Site

xv) The contractor is referred to the following regulation with regard to exclusion from future work opportunities due to non or poor performance:

Treasury Regulations 16A9.2

The accounting officer or accounting authority –

- (a) may disregard the bid of any bidder if that bidder, or any of its directors –
 - (i) have abused the institution’s supply chain management system
 - (ii) have committed fraud or any other improper conduct in relation to such system; or
 - (iii) have failed to perform on any previous contract; and
- (b) must inform the relevant treasury of any action taken in terms of paragraph (a).

C3.2.3: ENGINEERING**C3.2.3.1 DESIGN SERVICES**

The Employer's Agent will be responsible for the design of all permanent works.

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

The Employer's Agent 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.

C3.2.3.2 EMPLOYER'S DESIGN

The Employer has appointed Batatise Consulting Engineers to do the designs on his behalf. The consulting engineers is remunerated through a separate contract.

C3.2.3.3 DRAWINGS**C3.2.3.3.1 General**

The Contractor will be supplied with a full set of any relevant MLM standard 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 drawings are subject to confirmation on the site, and the Contractor shall submit all levels to the Employer's Agent and/or Employer for confirmation before he commences any construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Employer's Agent and/or Employer of any discrepancies.

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CONSTRUCTION OF SCORTIA INTERNAL ROAD

C3.3: PROCUREMENT

C3.3: PROCUREMENT

C3.3.1 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.

SUBCONTRACTING

The Main Contractor shall give preference for participation in the subcontracted works to locally based SMMEs. For this purpose, locally based SMME subcontractors shall mean” enterprises / contractors that have their operational base in the Ward and/or Region in which the project is to be executed or, alternatively, the members of the enterprise are residents in the particular Ward / Region. Should suitable locally based SMME Contractors as defined above not be available in the particular Ward / Region, then they shall be sourced from adjacent Wards / Regions The development of SMME contractors will be undertaken in accordance with MLM special conditions for Contract Participation and Advancement of local Emerging Contractors (SMMEs) section B1236 of this document.

Scope of Mandatory Subcontract Works

The following portions of the Works are to be considered to be subcontracted to nominated or selected Subcontractors:

- B.O.Q. Section 2100 – Drains
- B.O.Q. Section 2200 – Prefabricated Culverts
- B.O.Q. Section 2300 – Concrete kerbing, Concrete channeling, Chutes and Downpipes,
- B.O.Q. Section 5100 – Pitching, Stonework and protection against erosion
- B.O.Q Section 5600 – Road Signs
- B.O.Q. Section 7300 – Concrete block paving for roads

The list is not exhaustive and bidders are encouraged to identify other works in order to meet the minimum requirements of subcontracting. Finishing the Road and Road Reserve and Treating Old Roads

Preferred Subcontractors / Suppliers

Enterprises shall comply with the following:

- Business shall be registered within the Maruleng Local Municipality boundaries more preference will be given to firms local to the project site (Scortia area).
- Owners shall reside within the MLM
- Company shall be registered with CIDB.

Subcontracting Procedures

At site handover, the Employer will detail to the Contractor the procedure to be followed in procuring the local based SMMEs. The Employer requires the Main Contractor to provide additional assistance in the form of Plant and Equipment; and materials to the SMMEs wherever it is necessary as part of the support system to develop the SMMEs. Provision should be made for this support by the main contractor when compiling this bid.

The form of contract to be used with SMMEs is the SAFCEC General Conditions of Sub-Contract for Civil Works or a MLM approved form of contract. It is the responsibility of the Contractor to ensure that the SMMEs fully understand the provisions of the contract signed by the parties. The Contract Data must record the specific requirements in respect of penalties, retention and payment. With regard to the latter, the Contractor is to allow for fortnightly certificates from the SMMEs and for payment to the SMMEs to be effected within 7 days of certification. In order to achieve the Employer's SMME development goals and to ensure that the SMMEs are treated fairly and given every opportunity to advance their business whilst delivering a successful project, the Contractor is to note the following and provide for any cost that may be associated therewith.

1. The Contractor will be expected to have clearly specified the programme dates to the SMME contractors and these dates are to be included in the contract of agreement between the two parties. The Contractor is to monitor the SMME contractor's progress against the programme and hold progress meetings with the SMME contractors where minutes are to be kept and signed off by both parties.
2. The Contractor is to assess the skills of the SMME contractor and provide the relevant support and training where it is necessary in order for the SMME contractor to complete the works to programme, budget and specification. The Contractor will be expected to provide on-site training to the SMME contractors that will ensure that the SMME contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the project.
3. The Contractor is responsible for safety compliance on the project and will assist the SMME contractors in all aspects to achieve safety compliance, that will include:

- a) Assisting the SMME contractors with developing their safety files, legal appointments, etc.
 - b) Assisting the SMME contractors with achieving safety on site.
 - c) Having tool box talks with the SMME contractor's employees on a daily basis.
 - d) Providing all safety equipment and signage.
 - e) Providing safety training where necessary.
4. Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the SMME contractors. The Contractor will be expected to monitor the SMME contractor's works for quality compliance and provide all the necessary support to the SMME contractors in order to achieve quality requirements. The Contractor is to ensure that if the SMME contractor's quality of works does not achieve specification the Contractor will assist the SMME contractors to achieve specification and not allow the works to continue until the quality requirements are achieved.
5. The Contractor is to generate monthly reports for the MLM that includes the following:
- a) SMME contractor resources on the site, ie supervisors, labour, plant tools and equipment
 - b) SMME contractor progress of works on site.
 - c) SMME contractor quality control on site.
 - d) SMME contractor expenditure on the project versus target expenditure.
 - e) Copies of minutes of the SMME contractor and Contractor progress meetings.
 - f) Concerns and improvements to be made.

Failure of the Contractor to achieve these requirements may result in the MLM enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.

The above requirements (1-5) form part of the contract. The employer reserves the right to terminate the contract, should the Contractor fail to satisfactorily address any of the above requirements (1 to 5).

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C3.4: CONSTRUCTION SPECIFICATIONS

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PART A: GENERAL

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 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 shall make his own arrangements for suitable sites for each site camp / satellite site camp. A site camp will be at location agreed with the local leadership, establishments are provided for in the bill of quantities. Any camp sites 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 Employer's Agent and/or Employer.

In order to facilitate compliance with the General Conditions of Contract the Contractor may establish storage accommodation, works offices, including boardroom, 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 Employer's Agent 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. The Contractor shall not make any excavation without written permission of the Employer's Agent and/or Employer.

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 Employer's Agent and/or Employer who shall have free access there at all times.

b) Facilities for the Employer's Agent

Facilities are required for the Employer's Agent's Representative on site. The contractor shall provide facilities for use by the Employer's Agent as listed in the Bill of Quantities.

c) Sanitation facilities

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

Latrines shall be flushing toilets and 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.
- b) 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.
- c) 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.
- d) Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the Employer's Agent and/or Employer to stop the works until the road signs, etc. have been repaired to his satisfaction.
- e) 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.
- f) The Contractor shall submit proposals in connection with directional signs to the Employer's Agent and/or Employer for approval.
- g) The Contractor may not construct any deviations without the written approval from the Employer's Agent and/or Employer.

A6 PERMITS AND WAYLEAVES

The Contractor shall be responsible to renew all expired wayleaves already obtained by Employer's Agent before construction commences from the services agencies (the Contractor to obtain the list of the service owners from the local municipality).

(Note: The Employer's Agent and/or Employer to supply approved drawings, contact names and addresses of the Municipality representatives to assist with the list of the service owners).

During construction period, if necessary or before construction, the Contractor may be requested or instructed by the Employer's Agent to obtain any other wayleaves from entities not listed by the Municipality representatives.

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 road, structures or components thereof are compatible with the proposed Works and must notify the Employer's Agent and/or Employer where this is not the case.

A8 INSPECTION OF ADJOINING PROPERTIES

The Contractor together with the Employer's Agent 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 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 Employer's Agent 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 upgrades 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-optimising 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 Employer's Agent 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-optimising 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, this include removal of grass on the edges of surfaced roads.
- (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 culvert inlet and outlet structures as well as 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) Stone pitching and erosion protection.
- (xii) Finishing off borrow areas in specified areas allocated for labour-intensive construction.
- (xiii) Finishing off cut and fill slopes.
- (xiv) Finishing the road and road reserve.
- (xv) 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 B of the Construction Specifications) and shall, subject to the further provisions of the following parts of the Construction Specifications -

- i) Part C - Provision of the temporary workforce,
- ii) Part D - Provision of structured training,

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

b) The Employer's Agent 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, to 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 Employer's Agent 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 Employer's Agent and/or Employer may deem as constituting a warrant.

A16 ENVIRONMENTAL MANAGEMENT PLAN (EMP)

The Contractor will be required to adhere to the condition, standards and requirements depicted by the EMP. The EMP is compliant with the following regulations & guidelines:

- Regulation 385 under NEMA (Act No. 107 of 1998);
- DEAT (2004) information series 12 – Environmental Management Plans;

- Relevant guidelines issued by the MARULENG Local Municipality.

The content of the EMP covers:

- Potential environmental impacts addressed by the EMP;
- Management action required to mitigate impacts;
- Mitigation standards;
- Monitoring methods & frequencies.

The EMP is divided into the following sections:

- Planning and design;
- Pre-construction and construction;
- Operation & maintenance;
- Rehabilitation of the environment.

The following conditions are inter alia stipulated:

- Way leaves must be obtained prior to commencement of the Works;
- Contractors and all visitors must adhere to the conditions and regulations under the OHS&A;
- Excavation trenches must be clearly fenced or delineated and maintained.
- Temporary bridges over trenches will be provided to allow access to property entrances;
- Mixing of concrete will be restricted to selected areas;
- The Contractor must provide chemical toilets for workers;
- The site and its surroundings are to be kept clean;
- Waste management related requirements; and
- Rehabilitation as per requirements of the EMP.

A17 COVID – 19 SAFETY PLAN

The Contractor shall be responsible for the Health & Safety on all construction/maintenance and health and safety requirements of any activities may not be compromised during the time of COVID-19 Pandemic. If any activity cannot be undertaken in a health and safety manner due to lack of suitable qualified personnel being available or social distancing being implemented, the activity should not commence. The Contractor shall prepare a COVID-19 Safety Plan, in accordance with the COVID-19 specifications prepared by the Occupational Health and Safety Agent. The COVID-19 shall be compliant with the following regulations & guidelines:

- 1) The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety Act, Act 85 of 1993 in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 cause by the SARS-CoV-2 and the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.
- 2) The OHS Act read with the Hazardous Biological Agents Regulations requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). However, in the case of COVID19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.
- 3) Section 14 of the Occupational Health and Safety, (OHS) Act obliges employees to take reasonable care for health and safety of him- or herself and others who may be affected by their acts or omissions. This obliges employees to comply with any duty or requirement imposed by the employer or any other person by OHS Act to co-operate with the employer or person to enable that duty or requirement to be performed or complied with. Employees are also required by OHS Act to carry out lawful orders and obey the health and safety rules and procedures laid down by is employer or by anyone authorized by his employer in the interest of health and safety.

COVID -19 Risk Assessment

The HIRA methodology is to provide specific focus on COVID-19 and adapt the measures required and taking into account the specific circumstances of the workplace. The Contractor must focus on the identification of different exposure level, high contact activities and identification of vulnerable workers e.g. immunocompromised employees and employees 60 years and above and special measures for their protection, including protection against unfair discrimination or victimization.

COVID-19 START UP - CONSTRUCTION CHECKLIST

Phase 1 – Pre-Construction	Yes / No	Proof
Upon receiving an instruction to commence with the works. The Contractor must obtain trade certificate with CIPC required and essential permits for all employees signed. (visit bizportal for certificate and essential staff permit Form 2 Annexure A)		
COVID-19 Ready Workplace Plan including: <ul style="list-style-type: none"> ○ The planned date the construction site to start; ○ The hours it will be open ○ A timetable programme, indicating the how the construction teams will be allocated work to ensure and enable appropriate measures to be taken to avoid and reduce the spread of the virus; ○ List of employees who can work from home, employees who are 60 years or older and those with comorbidities. 		

<ul style="list-style-type: none"> ○ Proof of Appointment of a COVID-19 compliance officer responsible for the duties as outlined in regulation 16(6) of the said Notice COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 		
Deep cleaning at Construction site, site offices, working areas, ablution facilities, welfare facilities, eating facilities, hand washing facilities, confined spaces.		
Security Access Controls implemented and register for all entries and exits on site.		
Availability of Sanitizer (with at least 70% alcohol content), sufficient clean water and soap on site for all employees		
Risk assessment to identify the potential health hazards that employees and other affected persons are or may be exposed to during the construction process and identify the appropriate risk mitigation measures.		
All medical certificates of fitness are still valid. Provide list and schedule of timeframe for invalid.		
Safe working procedure identifying potentially infected employees, sub-contractors, visitors and suppliers, the management of exposure to COVID-19 and a response plan.		
Dedicated eating areas identified within Social Distancing requirements.		
Register available for all employees with the following information included: <ul style="list-style-type: none"> ○ Age of Employees ○ Health status – (High risk immunocompromised) ○ Socio economic status/Unskilled Labour ○ Accommodation ○ Cross borders/towns/cities 		
Medical Surveillance Programme and Procedure in place, communicated and implemented.		
Communication with workforce by mean of: <ul style="list-style-type: none"> ○ Awareness training ○ Toolbox talks/Daily briefings ○ Policies and procedures ○ Safety work methods ○ Employee wellness programme ○ Good Hygiene Practices 		
Full time registered Safety Officer and site supervisor appointed on site to ensure Social distancing practices are adhered to.		
Appointment of COVID-19 Compliance Officer under Regulation 16(6)(a) of the Disaster Management Act to oversee the implementation of the Work place plan and adherence to the standards of hygiene and health protocols relating to COVID-19 at the work place		
Transportation arrangement procedure of employees to, from and on sites.		
Accommodation arrangement procedure for employees		

Waste Management plan and bins		
Items included in the Bill of Quantities: <ul style="list-style-type: none"> ○ COVID-19 OHS Plan ○ COVID -19 Risk Assessment ○ Signage & Decals – COVID-19 ○ Face masks – according to Government requirements for different exposure – according to risk assessment. ○ Surgical gloves – security & cleaning staff ○ Safety Goggles for screening persons ○ Screening ○ Non-contact Thermometers ○ Facility preparation – COVID-19 Safe ○ Hand sanitizer 70% alcohol content 		

Day 1 – Start-up	Yes / No	Proof
Declaration form of travelling before commencing to work completed and signed by employees.		
Safe Working Procedures communicated with the workforce before entering the site re Medical Surveillance, Screening, Social distancing requirements and site rules.		
Safe working procedure for Screening of employees before entering the workplace and what frequency.		
Safe Working Procedure implemented for employees arriving at work with a temperature or other symptoms of COVID-19.		
Issuing of PPE (all workers to wear cloths masks or homemade item to cover the mouth and nose at all times if not wearing task specific PPE)		
Induction training must be conducted in a well-ventilated area in smaller manageable groups. <ul style="list-style-type: none"> ○ The induction should include the following but is not limited to the list ○ The safe usage and disposal of PPE (Dust masks and gloves) ○ Emergency procedures ○ COVID-19 Awareness ○ Social distancing rules ○ Site Rules 		
Awareness Posters displayed and signage around the workplace on keeping at least 1.5 meters social distancing.		
Social distancing 1.5 meters rule applied by application of decals in site office and working areas.		
Safe working procedure for Chemical storage and preventative measures to prevent crosscontamination.		
Chemical stored in container on site clearly marked and stored according to manufacturer’s Material Safety Data sheet – Deep cleaning disinfectants and Sanitizers. (MSDS/SDS to be available on site)		

Alcohol and Drug Testing procedure.		
Ablution facilities procedure addressing high risk areas and preventative controls implemented.		
Emergency Plans implemented and communicated, and numbers displayed.		
Specialized work activities identified.		
Screening before entering the site <ul style="list-style-type: none"> ○ screen workers, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing) ○ Employees to immediately inform the employer if they experience any of the symptoms. 		

CONTRACT NO. MLM/SCM/59/2023
FOR: CONSTRUCTION OF SCORTIA INTERNAL ROAD

MARULENG LOCAL MUNICIPALITY
CONTRACT NO: MLM/SCM/59/2023:

FOR

CONSTRUCTION OF SCORTIA INTERNAL ROAD

PART B: MATTERS RELATING TO COLTO STANDARD SPECIFICATIONS

PART B: MATTERS RELATING TO THE COLTO STANDARD SPECIFICATIONS

B0000 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

The standard specifications on which this contract is based are the **COLTO - Standard Specifications for Road and Bridge Works for State Road Authorities**.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002): Targeted Construction Procurement

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved.

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

This portion of the Project Specifications deals with matters relating to the Standard Specifications.

Where reference is made in the Standard Specifications to the Project Specifications, this portion shall include the relevant information pertaining thereto, (e.g. the requirements where a choice of materials or construction methods is provided for in the Standard Specifications).

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

The number of each clause and each payment item in this portion of the Project Specifications consists of the prefix B, followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The item number of any new clause or payment item (that does not form part of an existing clause or a payment item in the Standard Specifications) is also prefixed by "B or H or G" followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

Where, in the Schedule of Quantities, an item from a particular section of the Standard Specifications is used in another section, the item number of the source section is retained but prefixed by the number of the section where the item is used. This applies to new items introduced in the Project Specifications for a specific section but used in another section.

B1204 Programme Of Work

A network-based programme in accordance with the precedence method shall be provided by the Contractor showing the various activities in such details as may be required by the Employer's Agent. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Employer's Agent to apply a programme based on his own assumptions for the purpose of evaluating claims for extension of time for completion of the works, or for additional compensation.

a) Preliminary Programme

No preliminary programme is required at this stage; however, the contractor will be required to produce a tracked programme when allocated work package.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.6.4 of the General Conditions of Contract 2015.

B1205 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's Agent. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employer's Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

B1208 Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The Contractor shall be issued with a duplicate set of construction drawings for the works. All information including workshop details that is in the possession of the Contractor and that is required by the Engineer's Representative in order to complete the As-Built Drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Completion will be issued for any portion or phase of the Works.

Only figured dimensions may be used, and the Drawings shall not be scaled unless the Contractor is so instructed by the Employer's Agent in writing. The Employer's Agent will upon written request provide any dimensions that may have been omitted from the Drawings. The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Employer's Agent or the Engineer's representative to act as foreman or surveyor.

B1215 Abnormal Climatic Conditions

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in the daily diary (book). Such book shall be handed to the employer's representative for his signature.

The method used to calculate extension of time for adverse weather conditions will be COLTO method (ii) (Critical – path method).

A delay caused by adverse weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be considered for the extension of time.

The Contractor shall make provision in his programme of work for an expected delay of "n" working days per month caused by normal inclement weather, for which he will not receive any extension of time, where "n" equals twenty-five (25) working days in a year.

Table B1215/1: Average delays due to normal inclement weather

NUMBER OF DAYS DUE TO NORMAL RAINFALL THAT MUST BE ALLOWED FOR												
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
"n"	7(5)	5	3	2	1	0	0	0	1	2	4	4(2)

*The figures shown in brackets are the 'n' days of rain expected in December/January but reduced to take account of the standard construction break over the Christmas/New Year period.

The number of days delay due to adverse weather conditions will be calculated monthly by the Employer's Agent from the commencement of the contract. The calculations to include the delay for the month and for the contract to date.

Note negative values for any month will be carried forward to the next.

The contractor will only be entitled to an extension of time if at the end of the contract period the number of days delay as calculated by the Employer's Agent is more than zero.

If the number of days delay, as calculated by the Employer's Agent, at the end of the Contract Period is negative, the Contract Completion date will not be altered and the Contractor will therefore suffer no adverse effect.

Should an extension of time be granted by the Employer's Agent the Contractor shall be reimbursed for his time related Preliminary and General items contained in the schedule of Quantities.

The average number of working days in a month will be taken as twenty-one (21) for the purpose of calculating the daily rate for time related Preliminary and General items which were awarded on a monthly basis.

B1302 Site Establishment (*Read with SANS 1921 - 1 : 2004 clause 4.14*)

(a) Water and Electricity

Water shall be provided by Water division of the Municipality. Rates and points are to be arranged between themselves and the Contractor, but the position of the Employer (or his agent) as a supplier of water shall be identical to that of other suppliers and quite separate from his position as Employer under the contract. As in the case of a supplier, a failure on the part of the Employer (or his agent) to supply water will not relieve the Contractor of any of his obligations under the Contract, nor in respect of any such failure shall the Contractor have any claim under the Contract against the Employer.

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

All water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) Location of Site Office

The Contractor is required to set up one main site camp (office), in one ward, as per agreement with the concilors of Scortia and Maruleng Local Municipality Project Manager.

A suitable site on or close to the Works will be indicated at the Site Inspection.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that the camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

(c) Telephone

The contractor shall make his own arrangements in this regard. Cellular phone coverage is available in the area as are the normal land line facilities provided by Telkom.

B1302(c) Management of the Environment (Read with SANS 1921 - 1 : 2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

1502(a) Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

The Works will be constructed in an area inhabited by people including many children. It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the

provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.2.

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

The Contractor's failure to comply will also be recorded on the MARULENG Local Municipality database and will affect the award of adjudication points to the Contractor on future work tendered for.

B1502(j) COVID -19 Health and Safety (*Read COVID-19 (C19 OHS), 2020*)

The Contractor shall be responsible for the Health & Safety on all construction/maintenance and health and safety requirements of any activities may not be compromised during the time of COVID-19 Pandemic. If any activity cannot be undertaken in a health and safety manner due to lack of suitable qualified personnel being available or social distancing being implemented, the activity should not commence. The Contractor shall prepare a COVID-19 Safety Plan, in accordance with the COVID-19 specifications prepared by the Occupational Health and Safety Agent.

B1302(c) Management of the Environment (*Read with SANS 1921 - 1 : 2004 clause 4.19*)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

B1000 GENERAL (SERIES 1000)

B1200, 1300, 1400: GENERAL REQUIREMENTS AND PROVISION, CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS, HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL

B1202 Services

The drawings show the approximate location of the known services, based on available information. All excavations to expose existing known services shall be excavated by hand in all materials by the contractor. Any existing service in the road reserve or municipal servitude that is damaged as a result of negligence by the contractor will be repaired by the contractor to the satisfaction of the Employer's Agent at his own cost.

B1202 & 1214 Services and Contractor's Activities in Respect of Property outside the Road Reserve and Services Moved, Damaged or Altered

The contractor must contact house owners at least two days prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed.

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Employer's Agent, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work. Neither the Employer nor the Employer's Agent offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of Site and the provision and utilisation of suitable detecting and testing equipment.

Thereafter, the Contractor shall, by the use of appropriate methodologies carefully expose the services at such positions as are agreed to by the Employer's Agent, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'Known Services' and their positions shall be indicated by the Contractor on a separate set of Drawings, a copy of which shall be furnished to the Employer's Agent without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the Site, it shall henceforth be deemed to be a Known Service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the Site shall apply. The Contractor shall notify the Employer's Agent immediately any such service is encountered or discovered on the Site.

Whilst it is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to:

- (a) Known Services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognisance being taken of such deviations in line and level which may reasonably be anticipated ; and
- (b) any other service which ought reasonably to have been a Known Service in accordance with the provisions of this clause ;

as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection ;

Provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

No separate payment will be made to the Contractor in respect of its costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Employer's Agent, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor's in respect of exposing services at the positions agreed by the Employer's Agent and as described above will be made under the payment items (if any) as may be provided therefore in the respective sections of the Specifications pertaining to the type of work involved.

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all Known Services during the period which the Contractor has occupation and/or possession of the Site

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from for the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless the contrary is clearly specified in the Contract or ordered by the Employer's Agent, the Contractor shall not carry out alterations to existing services.

When any such alterations become necessary, the Contractor shall promptly inform the Employer's Agent, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Employer's Agent, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

The Employer will accept no liability for damages due to a delay in having alterations or repairs affected by the respective service owners. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

B1204 PROGRAMME OF WORK

A network-based programme in accordance with the precedence method shall be provided by the Contractor showing the various activities in such details as may be required by the Employer's Agent. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Employer's Agent to apply a programme based on his own assumptions for the purpose of evaluating claims for extension of time for completion of the works, or for additional compensation.

a) Preliminary Programme

No preliminary programme is required at this stage, however the contractor will be required to produce a programme when allocated work package.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.6.4 of the General Conditions of Contract 2015.

B1205 Workmanship and Quality Control

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's Agent. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employer's Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The cost of the all supervision and process control, including testing, so carried out by the Contractor, shall be deemed to be included in the rates rendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for **process control**. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control.

The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.

A Laboratory for the use of the Engineer's representative is not required on site. A commercial laboratory approved by the Employer's Agent and appointed by the Contractor shall do all **acceptance control** tests required in terms of the Contract. All tests must be done according to the tests prescribed in the COLTO Series under the relevant sections. A provisional sum is provided in the bill of quantities under section 8100. The Contractor will pay the service provider carrying out acceptance control tests on behalf of the Employer's Agent, after receiving an instruction from the Employer's Agent.

Statistical control methods will not be applied under this contract. All compaction will be done as specified, especially on layers for road works, where the % and compaction will be the minimum allowed for any single test. Compaction tests will be submitted to the Employer's Agent on intervals as requested by the Employer's Agent.

At practical completion, the Contractor will be provided with a practical completion certificate, after the following items of the scope of works are completed and all relevant tests are approved by the Employer's Agent. The following items will be accepted by the Employer's Agent at practical:

Clear and grub, Box cutting, roadbed preparation, selected layer, subbase, base, priming and surfacing, kerb channeling, kerb inlets & manholes, road markings and finishing, stormwater pipes and paving.

B1208 Drawings (*Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12*)

The Contractor shall be issued with a duplicate set of construction drawings for the works. All information including workshop details that is in the possession of the Contractor and that is required by the Engineer's Representative in order to complete the As-Built Drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Completion will be issued for any portion or phase of the Works.

Only figured dimensions may be used, and the Drawings shall not be scaled unless the Contractor is so instructed by the Employer's Agent in writing. The Employer's Agent will upon written request provide any dimensions that may have been omitted from the Drawings.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Employer's Agent or the Engineer's representative to act as foreman or surveyor.

B1206 Setting out of the work and protection of beacons

The Contractor shall be responsible for the true and proper setting out of the Works from existing basic control points, reference pegs or benchmarks shown on the Drawings or indicated by the Engineer's representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer's Agent. Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer's Agent may alter any part of the works to suit local conditions if necessary. No claim for incorrect setting out will be considered.

B1207 Notices, Signs and Advertisement

Two name board will be manufactured and erected according to drawings to be supplied by the Employer's Agent or Employer, complete with dimensions, wording and specifications as prescribed, within one month from the commencement date and shall be remove completely from site after construction is completed, before the last payment certificate shall be approved. A Provisional Sum is included to cover this cost.

B1222, B1228 & B1502 (a) Use of Explosives, Legal Provisions & Safety

Add the following:

1. The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.
2. The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:
 - (a) The Factories, Machinery and Building Work Act (Act 22 of 1941)
 - (b) The Explosives Act (Act 26 of 1956)
 - (c) The Mines and Works Act (Act 27 of 1956)
 - (d) The Occupational Health and Safety Act (Act 85 of 1993)
 - (e) section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002)
3. The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:
 - (i) The Code of Practise relating to the safety of men in civil engineering inspection pits and small –diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).
4. The Contractor shall provide suitable and safe access by way of ladders, gangways, etc. to all parts of the Works as may be required for construction purposes or for inspection by the Employer's Agent or the authorised Inspectors in terms of the above-mentioned Acts.
5. All precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties. Trenches shall in every way be made and kept safe for persons working therein.
6. All persons working, inspecting or supervising in places where falling material and/or objects could be encountered shall be provided by the Contractor with hard hats of a type approved by the Inspector of Mines, the use of which shall be strictly enforced.
7. The Contractor shall provide a properly equipped first-aid box, which shall be accessible at all times.
8. Where adequate safety precautions are not being observed, the Employer's Agent may

order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.

9. The Contractor shall display on a prominent place the following emergency information:
- (a) Local Police Telephone number
 - (b) Local Ambulance Telephone number
 - (c) Local Fire Brigade Telephone number
 - (f) Nearest Doctor
 - (i) Name
 - (ii) Telephone number (office hours)
 - (iii) Telephone number (after hours)
 - (iv) Consulting room street address
10. The Contractor shall furthermore comply with the requirements of the "Safety Instructions" contained at the end of this Document.

B1220 Authorized Measurements and Tolerances

Degree of Accuracy shall apply to all components of the Works except where otherwise specified in the Schedule of Quantities and/or Drawings and provided that the minimum permissible deviation given for an element will prevail where more than one deviation can be interpreted in Clause 6.2.3(d).

B1230 Training

Structured training shall be provided to temporary personnel involved in the contract in accordance with the provisions set out in Part G. The selection of the candidates will be approved by the Employer's Agent, the representative's of the local communities and the Employer's Representative in the area, subject to the required entrance levels. All training courses must be offered through approved accredited training organizations.

The Contractor shall provide the following for the training:

- a) Electrified venue with sufficient lighting and furniture
- b) All necessary stationary, consumables and study material
- c) Transport to and from the training venue
- d) Wages for candidates attending technical skills training during working hours
- e) Payment to approved training organizations for the provision of training.

B1231 Assisting Local Emerging Contractors supplying plant

A provisional sum has been allowed for to assist local emerging contractors including plant to the project. This item is dependent on the client's approval before use. No sum shall be paid without prior consent and approval from the client in writing. This item will be monitored closely by the client. Invoices and proof of payment will be required beforehand before contractors can be reimbursed.

Two additional name boards with MLM specific information will also be required as per the drawing supplied by the Employer.

B1232 Sums stated provisionally by the Employer's Agent

(Provisional Sum)

Unit: Sum

The provision of this clause shall in no way prejudice the right of the Employer or the Contractor to determine the Contract under the provisions of Clause 6.6 of the General Conditions of Contract.

B1233 Allowance for Dayworks

See particular specifications for the provision for dayworks.

B1234 Material to be used during the execution of dayworks

In addition to the above-mentioned amount, provision is made 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 48(2) of the General Conditions of the contract.

B1235 Employment of Community Liaison Officer (CLO)

The successful tenderer shall enter into an employment agreement with one (1) Community Liaison Officers (CLOs) identified and approved by the employer. CLO will be utilized for liaison with the recipient community in his / her Ward, who as part of his/her duties will act as Labour Desk Officer (LDO) for labour recruitment. The agreement shall make provision for the payment by the contractor to the CLO, a provision sum is made available in this contract and the salary to be determined by the Employer and any adjustments to be approved by the Employer.

Payment to the contractor shall be made in equal monthly instalments, spread over the tendered completion period, upon proof of payment to the CLO.

The CLO shall attend all site and other meetings concerning the project and shall be working the same hours as labourers.

In addition to the above-mentioned amount, provision is made 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 6.6 of the General Conditions of the contract.

Duties for the Liaison Officer

The Liaison Officer(s) shall

- (i) be available in Site daily between the hours agreed on by the Contractor, the Employer and the Employer's Agent from time to time;
- (ii) determine, in consultation with the Contractor, the needs of the temporary Labourers for relevant skills Training. He is responsible for the identification of suitable trainees and shall attend one of each of the training sessions;
- (iii) communicate with the Contractor and the Employer's Agent to determine the labour requirements with regard to numbers and skills;
- (iv) assist in maintaining relations, and when applicable partake in labourer grievance and dispute procedures;
- (v) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register;
- (vi) attend all meetings in which the local community and/or labourers are present or are required to be represented;
- (vii) assist in the identification, and screening of labourers from the local community in accordance with the Contractor's requirements;

- (viii) inform temporary labourers of their conditions of temporary employment, and inform temporary labourers as early as possible when their period of employment will be terminated;
- (ix) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (x) keep a daily written record of his interviews and community liaison activities;
- (xi) carry out specific tasks ordered by the Employer's Agent; and
- (xii) perform such other duties as required and agreed upon between all parties concerned.

B1236 Additional testing that may be required by the Employer's Agent

A provisional sum has been included in the Schedule of Quantities for additional acceptance control testing of earthworks ordered by the Employer's Agent to be undertaken by a commercial laboratory. Payment will be based on actual invoicing by the laboratory to the contractor.

In addition to the above-mentioned amount, provision is made 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 6.6 of the General Conditions of the contract.

B1237 Development of SMMEs and Local Labour Employment

1.1.1. Subcontracting – Special Conditions of Contract Participation and Advancement of local Emerging Contractors (SMMEs).

The MARULENG Local Municipality has identified job creation through among other means, access to procurement opportunities by Small, Medium and Micro Enterprises (SMMEs) as an essential requirement towards building an economically viable City. This is at the core of the MLM's service delivery agenda. For the purpose of this tender, SMMEs are defined as locally based Emerging Enterprises / Contractors with a CIDB grading designation of CE 1 to 4.

In furtherance of the MLM mandate in promoting the development of Small, Medium and Micro Enterprises (SMMEs), the Contractor shall be required to adopt labour- intensive techniques as far as is technically and economically feasible as per advice from the Consulting Engineer, through the full spectrum of the works with the proviso that the Client's specific objectives regarding time and quality are not compromised. **Maximisation of employment creation shall one of the key objectives on this contract.**

In pursuance of this provision, the Contractor must meet the following requirements of the Bid: -

- i). The Main Contractor shall give preference for participation in the subcontracted works to locally based SMMEs. For this purpose, locally based SMME subcontractors shall mean "enterprises / contractors that have their operational base in the Ward and/or Region in which the project is to be executed or, alternatively, the members of the enterprise are residents in the particular Ward / Region. Should suitable locally based SMME Contractors as defined above not be available in the particular Ward / Region, then they shall be sourced from adjacent Wards / Regions
- ii). Expanded Public Works Programme (EPWP) Guidelines shall be utilised in the employment of labour by both the Main Contractor and the SMME subcontractor(s).

iii). In keeping with GCC (2015) provisions and applicable industry and legislative and regulatory prescripts, the maximum value of the contract that may be sub contracted, other than to SMMEs, is 25%.

(iii) In appointing local sub-contractors (SMMEs) to undertake the execution of the works required in this bid to complete the project, the Bidder shall follow a fair, and transparent tendering process as is required by Public Procurement guidelines and legal prescripts.

-(iv) A minimum target of (thirty) 30% of the value of "ACTUAL CONSTRUCTION WORKS" of this contract, excluding Preliminary & General (Establishment) costs, Provisional Sums, Escalation and Contingencies, shall be allocated towards the development of SMME sub-contractors. The 30% is a target that all projects must strive to meet as the main objective.

(v) In the event that realisation of the 30% target figure is not "FEASIBLE" to achieve, due to the peculiarities or the nature of the project, A note of such reasons shall be recorded in the contract documentation. Such deviation shall be subject to approval by the HOD of the MLM ID Department and the SMME Development Unit Manager.

(vi) In the case of projects where the 30% SMME allocation target cannot be realised, the Main Contractor shall be expected to use expenditure on other project inputs and overheads such as local sourcing of construction materials which would otherwise have been procured outside of the SMME works. NB: Local sourcing as contemplated in this regard, refers to suppliers located within the immediate ward(s) in which the project is being implemented. In the absence of suitable suppliers within the immediate ward, the Main Contractor may source from suppliers located within the region in which the project is to be implemented. Should there be no suitable suppliers/service providers in both the ward and the affected region, the Main Contractor will be allowed to source from any supplier/service provider located within the jurisdiction of the MARULENG Local Municipality.

The Main Contractor shall keep record of such local procurement expenditure and shall report such information as part of Bi-weekly /Monthly Site Progress meetings and shall upon request, by any authorised MLM official, make such information and records available to the MLM to address any request from stakeholder as may arise.

(vii) The MLM shall at Project Initiation stage, provide clarity on the requirements for the Selection of SMME subcontractors to facilitate compliance therewith.

(viii) The Consulting Engineer in the project, shall identify the works to be allocated for execution by SMMEs during the Design stage and clearly set aside the works in the form of a mini Bill of Quantities (BOQ) within the Main Contractor's BOQs. The values of the SMME subcontractor works shall be lumped into the Provisional Sums item.

(ix) The following items will form part of the Community Retained Earnings (CRE) also defined as Local Spend, over and above the 30% of the value of works subcontracted to the local SMMEs:

- Purchase of selected materials from local suppliers; (i.e suppliers based within the section, ward or region within which the contemplated Infrastructure Development (ID) project is being implemented)
- Renting of locally supplied transportation services
- Employment of local security service providers
- Provision of training to local SMMEs
- Employment of local labour
- Ad-hoc purchase of supplies from local outlets and use of local enterprises /service providers e.g. tyre suppliers, mechanics, caterers, etc
- Plant hire.

(xi) The development of SMME subcontractors will be undertaken in accordance with MLM procedures and policies as updated and communicated from time to time.

1.1.2. Together with their tenders, all Tenderers are required to submit a comprehensive **Implementation Plan** clearly stating the estimated labour content and number of jobs that shall be created. The employment of labour shall be reflected in a programme in sufficient details to enable the MLM Project Manager to monitor and compare it with the Implementation Plan. The Contractor shall be required to submit employment data on a monthly basis to the Project Manager and no invoice will be processed by the MLM without the monthly labour data.

1.1.3. Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor shall in general, maximise the involvement of the local community, including relevant local suppliers.

1.1.4. Flowing from the above, the SMMEs to be contracted on the project shall be appointed through a tendering process which will be deemed fair, transparent and without bias which shall be monitored by the MLM to underwrite such fairness. The preferred target groups shall include any combination of the designated groups as defined in the Public Preferential Procurement Regulations, 2017, namely youth, women owned, disabled and ex-combatants.

1.1.5. The form of contract to be used with sub-contracting SMMEs is the SAFCEC General Conditions of Sub-Contract for Civil Works and/or a MLM approved form of contract. The MLM reserves the right to review and comment on any contract documents between local SMMEs and Main Contractor before the contracts are signed. The Contract Data to be issued to SMMEs must record the specific requirements in respect of scope of works, estimated value, duration of the works, penalties, retention and payment terms. The MLM requirement that an owner / director / senior manager / delegated persons of the SMME company must be present on site at all times must be included in the above contract.

1.1.6. The SMME sub-contractor shall be allowed to invoice the Main Contractor fortnightly and the Main Contractor shall settle all SMME invoices within seven (7) days after certification, irrespective of whether the main contractor has invoiced the MLM or received payment of any previous or outstanding invoices. Should the Main Contractor failed to pay SMME for approved invoices with the stipulated timelines, the MLM reserves the right to pay the SMMEs directly and recover all costs directly from the Main Contractor.

1.1.6. In order to achieve the goals of this policy and to ensure that the SMMEs are treated fairly and given every opportunity to advance their business whilst delivering a successful project, the Contractor is to note the following and provide for any cost that may be associated therewith.

B1238: SMME Supervisor/Foreman

1. The successful tenderer shall enter into an employment agreement with an SMME Supervisor for SMMEs to be identified and approved by the employer. The SMME Supervisor will be required to supervise all the SMME subcontracted appointed on the project as part of MLM's mandatory requirements. The proposed SMME Supervisor is expected to have at least a Diploma in Civil Engineering and three (3) years Road Construction experience.

2. The appointed SMME Supervisor/Foreman must be tasked ensuring delivery of with the following SMME development related functions:

2.1 Produce a clearly specified the work programme dates for work to be executed by local SMME Contractors which shall be included in the contract of agreement between the two parties. There shall be congruence between the SMME Work Schedule and the overall project Programme of works. It is the responsibility of the Main Contractor to ensure that appointed local SMMEs, are issued with a detailed *Bill of Quantities (BoQ), Specification, Construction drawings, expected resource plan and planned daily production rates per activity* before commencing with works.

2.2 Ensure that the APPOINTMENT VALUE of each SMME subcontractor, is at least, equivalent to the CIDB grade one notch above the current SMME subcontractor grade to enable progression to that grade upon completion of subcontracted works.

3. The Main Contract BoQ shall be broken down to allow the specification of all the Allowable Costs for each pay item and clear resource allocation per activity shall be indicated.
4. The Main Contractor shall produce a detailed SMME Management and Monitoring plan for MLM approval within 14 days of appointment by MLM. The SMME Management Plan shall entail breakdown of the scope of works to be executed by local SMMEs, SMME selection approach, management and skills transfer approach, number of local SMMEs to be engaged on the project, detailed CVs of the personnel responsible for the supervision of the local SMMEs, and potential training requirements.
5. The Main Contractor shall be responsible to monitor and ensure that local SMME Contractors execute works as per the approved scope, specifications and programme. The Main Contractor shall provide the MLM with monthly progress reports clearly indicating progress and challenges affecting local SMMEs. The Main Contractor shall hold weekly production meetings with the local SMME Contractors where minutes are to be kept and signed off by both parties.
6. The Contractor shall assess the skills of the SMME Contractor and provide the relevant support and training where this necessary in order for the local SMME Contractors to complete the works to programme, budget and specification. The Main Contractor will be expected to provide on-site training to the SMME.
7. The Main Contractor shall ensure that the SMME Contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the project.
8. The Main Contractor is responsible for safety compliance on the project and will assist the SMME Contractors in all aspects to achieve safety compliance, that will include:

- a) Assisting the local SMME subcontractors with developing their safety and OHS files and other applicable legal compliance,
 - b) Assisting the local SMME Contractors with achieving safety on site.
 - c) Facilitating Safety (Toolbox) talks with the local SMME sub contractor's employees on a daily basis.
 - d) Providing all safety equipment and signage.
 - e) Providing Safety Training where necessary.
9. The Main Contractor shall delegate a competent and experienced full-time key resource who will be responsible for providing on the site guidance and supervision to local SMME subcontractors throughout the duration of the SMME subcontractor works.
10. The Main Contractor shall make provision for SMME P&G allowance for Site Establishment expenses which shall be itemised but not limited to: *Small tools and Equipment and PPE, safety file, transportation, cell phone allowance, monthly stipend for SMME Directors and any other related items that will assist the SMME company to start with the works.* Such allowance will be allocated once the scope of works is prepared to ensure that the P&G for that particular works is sufficient i.e. ancillary works P&G shall differ to the road works scope. The P&G shall be provisioned with the quantified scope of works in the Main Contractor's BOQ and shall be developed further into SMME mini-BoQ.
11. A Provisional sum has been included in the Schedule of Quantities for the development of SMMEs in terms of no 10 above. The Contractor is required to tender a mark-up on the payments made as part of the developments of SMMEs. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 6.6 of the General Conditions of the Contract (GCC 2015). The mark-up shall not exceed 10%. Should the bidder exceed this specified mark-up, a motivation letter will be required by MLM to justify why the higher mark-up should be accepted.
12. The MLM will monitor that any such P & G allowance included in the SMME Schedule of Rates is not duplicated in the Main Contractor's rates.
13. The Main Contractor will be expected to monitor the local SMME subcontractors works for quality compliance and provide all the necessary support to local SMME Contractors in order to achieve quality requirements. The Main Contractor is to ensure that if the local SMME Contractor's quality of works does not achieve specifications,

the necessary corrective measures are developed and implemented to assist the SMME Contractors to achieve specification and shall not allow the works to continue until the quality requirements have been achieved.

14. The Main Contractor shall generate and submit for the attention of the MLM SMME Development Unit Manager , monthly SMME Development Progress Reports for the MLM that includes the following:
 - a) SMME Contractor resources on the site, i.e. supervisors, labour (as per EPWP reporting requirements), plant, tools and equipment
 - b) SMME Contractor progress of works on site.
 - c) SMME Contractor quality control on site.
 - d) SMME Contractor expenditure on the project versus target expenditure.
 - e) Copies of minutes of the SMME Contractor and Main Contractor progress meetings.
 - f) Concerns and improvements to be made.
 - g) The report shall be signed by both the Main Contractor and the local SMME Contractors.

15. A Template for Monthly SMME Development Progress Report, shall be provided by the MLM through the SMME Development Unit and the relevant Project Manager.

The tenderers rates shall be deemed to include all labour, plant and materials to achieve full compliance with the above requirements. Failure of the Main Contractor to achieve these requirements may result in the MLM enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Main Contractor.

Failure of the Main Contractor to achieve the above requirements shall be deemed to be a breach of contract between the MLM and the Main Contractor. The MLM reserves the right to terminate the Contract, should the appointed Main Contractor fail to satisfactorily address the above requirements within 14 days of the commencement date of the contract. Approved documentation will form part of the contract.

MLM reserves the right to request the Main Contractor to replace any key personnel on site who is deemed to be performing unsatisfactorily.

B1503 Temporary Traffic-Control Facilities

All open excavations shall be properly demarcated with reflective tape, white drums and any other requirements that the Local Authority has. For safety reasons the contractor may not have more than 200m of trenching open at a specific time, in one working area for one labour team.

MEASUREMENT AND PAYMENT

Item	Unit
B12.01 The Contractor's obligations in respect of Local and other Labourers	
(d) Provision for Medical Examination for Local Labourers	Prov Sum
Item	Unit
B12.02 Provision of Community Liaison Officer and Committee	
a) Community Liaison Officer and Committee	Prov Sum
may incur.	
Item	Unit
B12.03 Contractor's obligations in respect of Emerging Contractors	
(a) Remuneration Supervisor for SMMEs	Prov Sum
Item	Unit
B12.04 Training	
a) Technical skills	Provisional Sum
c) Remuneration of workers undergoing technical skills training	Provisional Sum
d) Contractor's handling costs, profit and all other charges in respect of Sub-item B12.04(a):	Percentage (%)

Payment under sub-item (a) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the General Conditions of Contract.

The lump sum bided for subitem (b) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationary, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the Contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the Contractor has met all his obligations regarding the provision of all the training programmes specified in the document.

Payment under subitem (c) shall be the actual sum paid to workers undergoing technical skills training. The Contractor will not be reimbursed directly for his administrative costs, which will be deemed to be included in the rates bided for item B13.01.

The percentages bided for subitem (d) shall be the percentages of the amounts actually reimbursed to the Contractor under subitems (a) and shall be in full and final compensation in respect of the Contractor's handling costs, profit, mentoring, record keeping, reporting and all other charges in connection with providing the services."

paid for professional services as ordered under subitem B12.05(a).

Item		Unit
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B12.06 Excavation for the exposing of, or searching of services

Provisional sum for the relocation of the existing services cables to new position in the road reserve. Provisional Sum

Item		Unit
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B12.07 Advertizing signboards as per MLM specifications number (No)

The tendered rate shall include full compensation for the procuring and furnishing all the materials and for manufacturing and supplying the completed signboards, including amongst others the supporting framework, reinforcement and items required, transport handling etc. necessary for the manufacture, completion, delivery and installation of the signboards complete as specified. The tendered rate shall also include any handling costs the contractor

Item	Unit
B12.08 Relocation, removal, realignment and replacement of services	
(a) Relocation, removal, realignment and replacement of existing services including wayleaves.....	Provisional Sum
(b) Handling cost and profit in respect of subitem B12.01(a).....	percentage (%)

The provisional sum shall be paid in accordance with the provisions of the General Conditions of Contract sub-clause 13.5 as amended by Particular Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime-cost item, which shall include full compensation for the profit in connection with providing the specified service.

Expenditure under this item B12.01(a) shall be made in accordance with the general conditions of contract.

The provisional sum under sub-item B12.01(a) allows for the relocation and/or protection of existing services by either the contractor or the service provider.

The bided rates shall include full compensation for all excavation, backfilling, compacting to 90% of modified AASHTO density, disposing of surplus excavated material, keeping the excavations safe, dealing with any surface or subsurface water, taking special care to ensure

that services are not damaged in any way and any other operation necessary for completing the work.

No distinction will be made between hard and soft material nor will distinction be made between the various types of services to be exposed or the depths to which excavations are taken.

NOTE:

The Contractor shall supply adequate supervision for the labourers when excavating to expose services. Any damage to a service caused by the Contractor shall be repaired at his expense to the satisfaction of the owner of the service and the Employer's Agent.

Item	Unit
B12.09 Assisting Local Emerging Contractors	Provisional Sum
Handling cost and profit in respect of subitem B12.09	percentage (%)

SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1301 Site Establishment (Read with SANS 1921 - 1 : 2004 clause 4.14)

(e) Health and Safety Obligations

Add the following sub-sub-clause defining 'the contractor's general obligations':

xix) The contractor must comply with the provisions and contractual arrangements of the Occupational Health and Safety Act (OHSA) as well as the Environmental Management Act (NEMA): Waste Management.

xx) All workers of any project undertaken as part of this bid must undergo a medical fitness test by an Occupational Health and Safety Practitioner who is registered with the South African Nursing Council (SANC).

xxi) The medical test certificates must be presented by the successful bidder to MLM after the appointment of the successful bidder.

B1302 Site Establishment (Read with SANS 1921 - 1 : 2004 clause 4.14)

(a) Water and Electricity

Water shall be provided by the water division of the Local Municipality. Rates and points are to be arranged between themselves and the Contractor, but the position of the Employer (or his agent) as a supplier of water shall be identical to that of other suppliers and quite separate from his position as Employer under the contract. As in the case of a supplier, a failure on the part of the Employer (or his agent) to supply water will not relieve the Contractor of any of his obligations under the Contract, nor in respect of any such failure shall the Contractor have any claim under the Contract against the Employer.

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

All water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) Location of Site Office

The Contractor is required to set up one main site camp (office), in one ward, as per agreement with the concilors of Scortia and MARULENG Local Municipality Project Manager. The Contractor will also set up satellite site offices in each ward where the works are to be carried out. For this Contract the Contractor shall have one main site office and one satellite office.

Suitable sites per each camp on or close to the Works will be indicated at the Site Inspection.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that each camp is maintained and kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

(c) Telephone

The contractor shall make his own arrangements in this regard. Cellular phone coverage is available in the area as are the normal land line facilities provided by Telkom.

B1302 (c) Management of the Environment (Read with SANS 1921 - 1 : 2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

B1302 MEASUREMENT AND PAYMENT

Item	Unit
B13.01 The contractor's general obligations	
(a) Fixed Obligations.....	Lump sum
(b) Value – related Obligations.....	Lump sum
(c) Time – related Obligations.....	Lump sum
<i>Add the following pay subitem:</i>	
“(d) Health and safety obligation	month”
<i>Add the following pay subitem:</i>	
“(e) HIV / AIDS Awareness	month”

Add the following pay subitem:

“(f) Health and safety obligation on COVID-19..... month”
Add the following sub-sub-clause defining ‘the contractor’s general obligations’:

“(iv) Complying with the requirements and conditions of the additional specifications relating to the Government’s Broad Based Black Economic Empowerment and the Environmental Management Plan.”

Delete the third paragraph commencing “Should the final value of the work

Replace “clause 49” in the 4th, 8th and 10th paragraphs with “sub-clauses 13.7 and 13.8”.

In the 11th paragraph, the following amendments apply:

- *Delete “received the letter of acceptance in terms of clause 12” and replace with “date of commencement in terms of clause 8.1”.*
- *In the last line, change “clause 45” to read “clause 8.4”.*

Add the following at the end of sub-clause (b) of the 11th paragraph:

“... Such limitations to payments shall occur whenever the ratio of time to expenditure varies by more than 10%. For example, if payment for completed scheduled work is 30% of total scheduled work but more than 40% of time has expired, this payitem shall cease to be active until the difference between the relevant ratios is less than 10%.

Add the following paragraphs:

“Should the combined total tendered for subitems (a), (b), and (c) exceed 15% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner. The tenderer's attention is drawn to Form B1: Contractor’s Establishment on Site, (bound in this Volume), to be completed by the tenderer. If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the Pricing Schedule, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form B1.

Payment of the rate per month for subitem 13.01(d) shall include full compensation for all the contractor’s obligations relevant to health and safety legislation.

The tendered rate shall apply in the same manner as pay subitem B13.01(c) but shall not form part of the calculation of the restrictions imposed by Condition of Tender F3.8(c) and Form to tender B1: Contractor’s Establishment on Site. A contractor who tenders zero for this payitem shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general payitems.”

The following paragraph relates to the treatment of all payitems for which the unit of measurement is the month and shall become applicable only for use in calculations of approved extensions of time in terms of the General Conditions of Contract:

B13.02 Environmental Management..... month”

“All payitems for which the unit of measurement is "month" are deemed to be based on 23 working days per month.”

SECTION B1400: HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL

B1402 Offices And Laboratories

B1402(b) Offices and laboratory furniture

The Contractor shall ensure that adequate site meeting facilities are available and that the Engineer's representative has full use of the Contractors ablution and other facilities.

B1403 (b)(i) Provision of Telephone service

Replace with the following

The cell phone air time costs to the engineer's site staff shall be supplied for the duration of the contract. The site staff shall use their own cellphones, but their costs for phone calls related to the project, shall be covered by the provisional sums allocated.

B1406 Survey Equipment

The Contractor shall provide the necessary survey equipment for his own survey requirements on site. The Engineer's Representative will make use of the Contractor's survey equipment and assistants when required. The Contractor shall make allowance for such usage in his bided rates.

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

“It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 3344510 Fax: (012) 323 9574.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public.”

B1502 GENERAL REQUIREMENTS

B1502 (a) Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

The Works will be constructed in an area inhabited by people including many children. It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.2.

The rates and prices bided by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

(a) Safety

Replace the full stop at the end of the first paragraph and continue with the following:

“... flow of traffic, including the prohibition of his, and his subcontractor’s, construction plant from disregarding the stop/go accommodation of traffic control facilities. Failure to comply with this requirement shall be taken as a penalty event in terms of B1502(l).”.

Add the following paragraphs:

“The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract.

During the non-working hours, or when construction is not taking place on a certain section of road all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed to an approved safe location or effectively covered.

The whole of the site will be handed over to the contractor at the beginning of the contract. The sequence in which various parts of the site may be occupied by the contractor for the execution of the different items of work shall be subject to the requirements of the contract documents regarding, *inter alia*, working hours and the number, spacing and length of the work areas which may be occupied at any particular time.

All open excavations shall be properly demarcated with reflective tape, white drums and any other requirements that the Local Authority has. For safety reasons the contractor may not have more than 200m of trenching open at a specific time, in one working area for one labour team.”

Add the following sub-clauses:

“(j) Site personnel

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Employer’s Agent, ineffective shall be immediately replaced by the contractor.

Add the following:

"Reflective safety jackets shall comply with SANS 50471 as follows:

Class jacket:	Class 2
Background material:	Fluorescent orange-red or fluorescent yellow

Retroreflective performance:	Level 1
Water vapour resistance:	Class 2
Garment type:	Waistcoat or jacket "

(k) Penalty events

Whenever the following events occur, the contractor shall be subjected to penalty conditions expressed in the Appendix to Tender.

(i) Non compliance with accommodation of traffic specifications

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the Employer's Agent, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the Employer's Agent has given an instruction to this effect. The Employer's Agent's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

(ii) Non compliance with Environmental specifications

The Responsible Person shall issue fines if the Contractor infringes these Environmental Specifications. The Contractor shall be advised in writing of the nature of the infringement and the amount of the fine. Monies for the fine will be deducted from the monthly certificates. The Contractor shall determine how to recover the fine from the relevant employee and/or sub-contractor. The Contractor shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement.

The Contractor is also advised that the imposition of spot fines does not replace any legal proceedings the authorities, landowners and/or members of the public may institute against the Contractor.

In addition to the fine, the Contractor shall be required to make good any damage caused as a result of the infringement at his own expense.

Minimum fine for minor offences e.g. littering, failure to use ablutions provided

R 500.00

Minimum fine applicable to moderate offences R 1000.00 e.g small oil spills
spilling of oil and any offence in an area declared by the Environmental Officer to
be preserved.

Minimum fine applicable to serious offences e.g. Large oil spills, accidental
removal or damage of indigenous vegetation, or any other offence related to the
exclusion zones on site R 5 000.00

Fine applicable for damage to significant features e.g. Pollution of water resources
R 10 000.00 These will be subtracted from payments due to the Contractor by the
Employer's Agent or his representative, and will be recorded in the site diary and
the Site Instruction book.

(iii) Non compliance with Environmental specifications

Minimum fine applicable to moderate offences R 1000.00 e.g non compliances
(as per OHS Specifications) not closed within 30 days.

Minimum fine (R5000) applicable to serious offences e.g. Direct breaching of
direct legal requirement as per the OHS Act/ CR.

Fine applicable (R10 000) for repeated significant serious breach of legal OHS/
CR 14

(I) General requirements and specifications

The following general requirements must be adhered to for the entire contract period:

- (i) When required the contractor shall make use of local traffic authorities to assist in directing traffic.
- (ii) Failure to comply with any of the requirements for the accommodation of traffic, penalties will be imposed as specified in Section B clause B1502(I).
- (iii) The travelling public shall as far as possible 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.
- iv) Failure to maintain and clean road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Employer's Agent to bring works to a stop until the road signs, etc, have been repaired to his satisfaction.
- (v) The contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.
- (vi) The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

- (vii) The contractor shall at all times adhere to the limits to closure lengths, spacing any number of closures for different type of work.
- (viii) The contractor and construction vehicles shall at all times adhere to the traffic control facilities (STOP/GO closures). No construction vehicle will be allowed to bypass or evade traffic control facilities at work areas

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

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

“The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly.”

Replace the third paragraph with the following:

“The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the Employer’s Agent shall not be departed from without prior approval of the Employer’s Agent. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Employer’s Agent where deemed necessary to accommodate local site geometry and traffic conditions.”

(b) Road signs and barricades

Add the following:

“The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be

permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10.”

(c) Channelisation devices and barricades

Add the following:

“The use of drums as channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub-clause 1503(d).

Delineators shall:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- (iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18m² and ballasted by sandbags with sand;
- (v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.”

(e) Warning devices

Add the following:

“All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the Employer’s Agent.

- (i) Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles

accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Employer's Agent. Vehicles and plant that do not comply with these requirements shall be removed from the site.

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness."

(f) Road Markings

Add the following new paragraphs:

"The contractor will be required to survey all existing road marking prior to commencement of construction or repair work.

Add the following sub-clauses:

"(g) Other traffic control measures ordered by the Employer's Agent

The Employer's Agent may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard payitems. Such road signs shall conform to the

requirements of the SARTSM, or specification provided by the Employer's Agent. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the Employer's Agent may arrange for advertising in the press and/or for other forms of publicity.

(h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least one flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1,0m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.”

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

The entire works must be constructed under traffic with no use being made of temporary deviations. At times traffic will be controlled by “STOP/GO” operations and the road traffic delay due to closures under normal traffic flow conditions shall not exceed 10 minutes without the specific approval of the Employer’s Agent.

During all construction operations a mandatory speed limit of 40km/h together with no overtaking signs (R214) will be enforced.

Where delineators are used to channelise the traffic, they shall, at the end of a day’s work, be removed as close as possible to the edge of the roadworks to maximise the overnight lane width. To discourage attempts to overtake in a single lane situation, the maximum lane width shall be 4.0m and the positioning of delineators and barriers shall be adjusted to achieve this.

Traffic management will for this section be executed to the South African Road Traffic Signs Manual – Road Note 13.

B1517 MEASUREMENT AND PAYMENT

Amend item 15.01 to read as follows:

Item	Unit
B15.01 Accommodating traffic and maintaining temporary deviations:	
(a) On the route	kilometre (km)
(b) On cross roads and intersections.....	kilometre (km)

Replace the first paragraph with the following:

“The unit of measurement shall be the kilometre, measured along the centre lines of the road. Accommodation of traffic shall be measured once only, that is no separate payments shall be made for lane and shoulder rehabilitation, slurry, reseal, asphalt overlay, side drains, etc. The bypass for abnormal vehicles and gravel service roads shall not be measured. Only the net distance of the road shall be measured and overlapping distances during staged rehabilitation shall not be measured. A distinction shall be made between accommodation of traffic on the through road and accommodation of traffic on the cross roads and intersections.

In the second paragraph, replace the comma after “deviations” at the start of the third line with a full stop and delete the remainder of this first sentence. Also delete the whole of the second sentence, which refers to compensation for the safety officer.

In the third paragraph second sentence, insert a full stop after “use” and delete the remainder of the sentence.”

Item	Unit
B15.03 Temporary traffic control facilities	

Add the following:

Item	Unit
“(a) Flagmen	man-day

“The unit of measurement shall be a full day and night worked by flagmen. A man-day shall be deemed to comprise of three eight hour shifts in a twenty-four-hour period. Three shifts of eight hours per flagman equates to one man-day. Shorter single portion shifts (6 to 10 hours) shall be measured as a half man-day.”

Amend item 15.03 (h) to read as follows:

“(h) Delineators (TW 401 and TW 402)	
(i) Single (800mm X 200mm).....	number (No)

The unit of measurement shall be the number of delineators provided, and completely erected.

The tendered rates shall include full compensation for providing and erecting each sign complete. It shall also include moving the signs as may be necessary.

The cost of delineators for traffic accommodation will only be provided once off and the cost of replacing damaged delineators will be for the contractor’s cost. The contractor shall therefore allow in his tendered rates for the replacement of damaged delineators for the period of traffic accommodation on site.

Expenditure under this item shall be made in accordance with the general conditions of contract, sub-clause 13.5, for the supply and installation of any additional signs or other traffic control measure ordered by the Employer’s Agent in accordance with clause B1503(g).”

Item	Unit
B15.14 Penalties	
(a) Fixed penalty per occurrence.....	number (No)
(b) Time related penalty.....	hour (h)

In subitem B15.14(a) the unit of measurement shall be number and applied for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications at the rate specified in the pricing schedule.

In subitem B15.14(b) the unit of measurement shall be hour and applied for each hour over and above the time set by the Employer's Agent that the identified non-compliance has not been rectified.

The above payitems shall be applied at the rates stated in the Appendix to Tender and in the pricing schedule and become payable by the contractor in each and every month they occur and shall be deducted from the amount due to the contractor on the relevant monthly payment certificates.

SECTION B1600: OVERHAUL

Replace the contents of this section with the following:

“No haulage or overhaul of any type will be measured for payment on this contract. The tendered rates for items requiring haulage of materials will be deemed to include full compensation for all haulage over whatever distance required.

Any reference to a limited 'free-haul' in any other section of the standard specifications will be deemed to be changed to 'including all haul', and individual project specifications will not be written for each section with this change.

Any payment item used in this contract with a reference to 'free-haul' in the item description will be deemed to be changed in the schedule of quantities to 'including all haul', and individual project specifications will not be written for each item with this change.”

SECTION B1700: CLEARING AND GRUBBING

SECTION B1800: DAYWORKS

B1801 SCOPE

This section covers the listing of daywork items in accordance with the general conditions of contract sub-clause 13.6 as amended by Particular Condition, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the Employer's Agent during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless written authorisation has been obtained from the Employer's Agent.

B1803 MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Personnel	
(a) Unskilled labour.....	hour (h)
(b) Semi-skilled labour	hour (h)
(c) Skilled labour	hour (h)
(d) Ganger.....	hour (h)
(e) Foreman	hour (h)
(f) Flagmen.....	hour (h)

Item	Unit
B18.02 Equipment	
(a) to (j) As specified.....	hour (h)

Item	Unit
B18.03 Materials	
(a) Procurement of materials.....	provisional (prov) sum
(b) Contractor's handling costs, profit and all other charges in respect of subitem B18.03(a).....	percentage (%)

Item	Unit
B18.04 Transport	
(a) LDV (1 ton)	kilometre (km)

The unit of measurement for items B18.01 to B18.03 shall be the hour for the item of equipment or personnel. Non working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the Employer's Agent, where the Employer's Agent considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the personnel described under item B18.01 and B18.02 the contractor must obtain written consent from the Employer's Agent regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 and B18.02 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, Employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The unit of measurement for subitem B18.03 shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the Employer's Agent, shall be paid for.

The percentage tendered for subitem B18.03 shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B18.03 and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The tendered rates for plant for item B18.04 (a) shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the Employer's Agent, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

B2104 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

Pipes for subsoil drainage can be of internal diameter less than 100 mm, when used in composite in-plane (geocomposite) drainage systems.

High-density polyethylene (HDPE) drainage pipes with lattice wall construction.

(i) Synthetic-fibre filter fabric (Geotextile)

The geotextile shall be manufactured for civil engineering purposes by a manufacturer recognised by the Geosynthetic Interest Group of South Africa (GIGSA). It shall be manufactured from any suitable synthetic polymer, excepting polyamide, into a homogeneous sheet exhibiting uniform properties. These properties shall not be subject to a degradation of more than 10 % during the design life of the structure by the chemicals and organisms encountered in normal soils. Immersion in fresh or sea water during its design life shall not alter the specified qualities of the geotextile.

When used for filtration, drainage or separation the filter properties of the geotextile/soil interface shall not develop a permeability lower than that of the surrounding soil during the design life of the structure. The geotextile shall have an initial permeability not less than ten times the permeability of the surrounding soil which property the fabric shall maintain for the design life of the structure.

In order to ensure that the geotextile performs properly and survives the construction process, the grade of the geotextile to be used shall be specified according to the minimum index strength properties corresponding to the severity of the installation as given by the mechanical properties in tables 2104/1 and 2104/2.

TABLE 2104/1 : CONSTRUCTION SURVIVABILITY-STRENGTH REQUIREMENTS

PROPERTY	UNITS	GRADE					TEST METHOD
		1	2	3	4	5	
Trapezoidal tear	N	225	275	325	425	525	ASTM D4533-85
CBR	kN	1.5	2.0	2.5	3.0	4.0	SABS 0221-88
Dart test	mm	28	24	20	16	14	TRH 15 TEST METHOD B2
Tensile strength	kN/m	9	11	13	19	25	SABS 0221-88

Numerical values represent the **minimum** average values (in the weaker principle direction), except for the dart test where the numerical value represent the **maximum** allowable diameter of hole made by the falling dart.

Geotextile acceptance shall be based on the specified test methods.

TABLE 2104/2 : INSTALLATION CONDITIONS RELATING TO GRADE OF GEOTEXTILE

INSTALLATION CONDITION	GRADE				
	1	2	3	4	5
Trench less than 2.0 deep, with rough or irregular sides and/or sharp drainage/8e stone, with moderate degree of compaction.*	•				
Trench less than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with high degree of compaction.*		•			
Trench greater than 2.0 deep with smooth sides and rounded drainage stone, with moderate degree of compaction.			•		
Trench greater than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with high degree of compaction.*				•	
Erosion protection with stone hand-packed directly onto geotextile (gabions and mattresses).			•		
Erosion protection with rock less than 100 kg placed on geotextile protected by 150-300 mm sand, or “zero drop height” (dumped or packed riprap).				•	
Erosion protection with rock heavier than 100 kg placed on geotextile protected by 150-300 mm sand, or “zero drop height” (dumped or packed riprap).					•

* *The geotextile under this installation condition shall exhibit an elongation characteristic of not less than 20% in both directions.*

The Employer’s Agent shall assess the severity of the installation and/or confirm the grade of geotextile to be used in each case.

In certain applications the following minimum hydraulic properties will apply or as decided by the Employer’s Agent.

TABLE 2104/3 : HYDRAULIC PROPERTIES

PROPERTY	UNIT	GRADE					TEST METHOD
		1 1	2 2	3 3	4 4	5 5	
Normal through flow @ 100 mm head	l/m ² /s	20	20	20	20	20	SABS 0221-88
Planar through flow under a confining pressure of 100 kPa	l/m/h	10	14	19	26	34	ASTM D4716-87

The contractor shall submit a sample 1,0 m x full roll width as well as commercial literature showing the flow curves of each grade of geotextile he proposes to use. Before bringing the material onto site the contractor shall obtain the approval of the Employer's Agent for the make and grade of material to be used. The Employer's Agent may, at any time, require random samples of the material used on site to be tested from time to time. Products found to vary markedly from the specified norms may be rejected and replaced at the contractor's cost.

(iv) Composite in-plane drainage fabric (for geocomposite drain)

The geocomposite drain shall, excluding the pipe, consists of a synthetic drain core sandwiched between two layers of geotextile. The geotextile shall allow the free passage of water, but not the soil particles, and the thicker drain core shall permit the water to move in the plan of the composite with virtually no head loss.

The geotextile shall comply with the requirements of Subclause (iii) above.

The drain core shall be manufactured from any suitable synthetic polymer. It shall not be subject to degradation by the chemicals and organisms encountered in normal soils. Immersion in fresh or sea water during its design life shall not significantly alter the specified properties of the material.

The thickness of the drain core shall not be reduced by more than 30 % under a confining pressure of 100 kPA.

The geotextile jacket shall not reduce the flow capacity of the geocomposite drain by more than 50 % under a confining pressure of 100 kPA.

(b) Crushed stone

The crushed stone used for subsurface drains shall be clean, hard, durable, crushed stone from approved sources. The aggregate crushing value of the stone shall not exceed 30 when tested in accordance with method B1 of TMH1.

The crushed stone shall conform to the following grading:

GRADE	SIEVE SIZE (mm)	PERCENTAGE PASSING BY MASS
Course grade	26,5	100
	13,2	60 – 85
	6,70	15 min
	2,36	15 max

The aggregate shall be evenly graded between the coarse and fine fractions with no excessive discontinuities.

B2107 MEASUREMENT AND PAYMENT

Add the following new items:

“Item **Unit**

B21.08 (e) HDPE flexible pipe or uPVC pipes and fittings metre (m)

Measurement and payment shall be as specified for item 21.08(e) in the standard specifications.

Item	Unit
B21.20 Subsoil drainage markers	Number (No)

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

SECTION B2200: PREFABRICATED CULVERTS

B2201 SCOPE

Add the following:

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

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

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

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

B2203 MATERIALS

(f) Skewed Ends

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

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

B2204 CONSTRUCTION METHODS

Add the following:

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

(c) Excavation by hand

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

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

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following subclauses:

"(c) Excavation by hand

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

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

d) Drainage of excavations

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

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

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

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

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

B.2210(b)(i) Cast in situ invert slabs

Replace with the following:

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

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

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

B2211 BACKFILLING OF PREFABRICATED CULVERTS

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

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(b) Concrete work

Add the following:

"The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wingwalls shall be finished to a Class U2 surface finish."

(h) Prefabricated inlet and outlet structures

Add the following:

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

B2218 MEASUREMENT AND PAYMENT

Add the following payment item:

“Item	Unit
B22.29 Removal of broken pipe, reinstate with new pipe (all inclusive)	lump sum”

The tendered lump sum shall be in full compensation for providing the complete service or installation and the use thereof, including any fixed charges payable to local or other authorities.

The tendered shall include inter alia full compensation for the necessary excavation and removal of defective pipe system, preparation of bedding, reinstatement of new pipe, backfilling, procuring layerworks material, reinstatement of pavement layers plus bituminous surfacing and protecting the existing road surface from contamination.

SECTION B2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LINING FOR OPEN DRAINS

B2301 SCOPE

Add the following to this clause:

“This section also covers the replacement of damaged concrete kerbing, channelling and lining.”

B2304 CONSTRUCTION

(a) Excavation and preparation of bedding

Replace the heading of B2304(a)(i) with the following:

"(i) Kerbs, channels and edge beams"

(b) Prefabricated concrete kerbing and channelling

Add the following:

"A 10 mm wide joint and filler shall be provided every 20 metres through the kerbing and channelling. The colour of the filler shall match the colour of the kerbing.

Curved kerbing of radius less than one metre shall be cast in situ. Units for curved kerbing of radius greater than 1 m up to 4 m shall be of nominal length 0,3 m. Units for curved kerbing of radius greater than 4 m up to 20 m shall be of nominal length 0,5 m. Units for radius exceeding 20 m shall be of nominal length 1 m. Any associated channelling shall also comply with the above requirements."

(i) Construction sequence

Add the following subclause:

“(iv) Where concrete edge beams are constructed at intersection areas and access points.”

The specifications for (i), (ii) and (iii) shall apply *mutatis mutandis* to edge beams."

Add the following sub-clause:

“(I) Removal of existing kerb and channel

Where shown on the drawings and/or indicated by the Employer’s Agent, the existing kerb and channel shall be removed and transported to spoil as directed.”

B2307 MEASUREMENT AND PAYMENT

Add the following note immediately after B2307 Measurement and Payment clause heading:

"Note:

The contractor shall note that, notwithstanding the fact various payment items indicate that haul, overhaul and all associated terms will be paid for separately, this shall not apply to this contract. Payment for haul, overhaul and associated terms will be made as specified in Section B1600."

Add the following payment Item

Item	Unit
B23.16 Demolition and removal of existing kerbs and/or channel.....	cubic metre (m ³)

The unit of measurement shall be the cubic metre (m³) of concrete measured in situ before demolition/breaking up.

The tendered rates shall include full compensation for breaking up the existing concrete or reinforced concrete, removal from site to an approved spoil site, clearing the excavation of all loose debris and to backfill the excavation where new concrete is not required. Overhaul will be paid under item B16.02"

Add the following payment item:

Item	Unit
B23.17 Concrete edge beam (300 mm x 200 mm, Class 15/19 concrete, U2 surface finish).....	metre (m)"

The unit of measurement shall be the metre of concrete edge beam complete as constructed, measured along the front face of the concrete edge beam.

The tendered rate for each metre of concrete edge beam shall include full compensation for the necessary excavation, backfilling, preparation of bedding, formwork, finishing and procuring, furnishing and installing all materials, protecting it against staining, protecting the existing road surface from contamination with concrete, placing of concrete, curing of concrete and protecting the concrete edge beam from damage by traffic.

SECTION B3300: MASS EARTHWORKS

B 3302 MATERIALS

(a) Roadbed and cut

Add the following:

“The CBR of the upper 150mm of the roadbed shall be not less than 10 at 90% of modified AASHTO density and the CBR of the lower 150mm layer shall not be less than 7 at 90% of modified AASHTO density. If this is not attainable the material shall be deemed as unsuitable and treated in accordance with subsection 3305(a) Removing unsuitable material.”

(b) Fill

Add the following to paragraph (ii):

“The top 150mm of the fill shall have a CBR not less than 10 at 90% of modified AASHTO density while the lower 150mm layer shall have a CBR of not less than 7 at 90% of modified AASHTO density.”

(iii) Compaction requirements, minimum in-situ dry density

Add the following after the first paragraph:

All fills shall be compacted to 90% of modified AASHTO density unless otherwise specified by the Employer’s Agent.≡

Add the following to paragraph (iv):

AThe maximum swell at 100% Mod ASSHTO density compaction shall not be more than 2%.”

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

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

(b) Preparing and compacting the roadbed

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

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

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

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

(d) Benching

Add the following:

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

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

B3306 CUT AND BORROW

(c) Borrow

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

"Where insufficient material is available for fill from cut, material will be imported from commercial sources, or stockpiled natural gravels excavated from commercial sources or mines. The contractor shall use only material that conforms to specification."

(e) The temporary stockpiling of materials

Replace the first paragraph with:

"The contractor shall plan his activities so that materials imported from commercial sources can be directly transported to and placed at the designated points.

The temporary stockpiling of material shall not be paid for separately and full compensation shall be deemed to have been included in the rates tendered for the various payment items for work for which the material is to be used."

B3312 MEASUREMENT AND PAYMENT

Add the following:

(3) Overhaul:

"The contractor shall note that, notwithstanding the fact various payment items indicate that haul, overhaul and all associated terms will be paid for separately, this shall not apply to this contract. Payment for haul, overhaul and associated terms will be made as specified in Section B1600."

SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIALS

B3402 MATERIALS

(a) General

(i) Selected layer

Materials for the selected layer shall be obtained from an approved borrow pit and comply with the following:

- | | | |
|-----|------------------------------------|----------|
| (1) | Lower selected layer: | |
| | o Minimum CBR at specified density | 15 |
| (2) | Upper selected layer: | |
| | o Minimum CBR at specified density | 20 |
| | o Maximum plasticity index | 3GM + 10 |
| | o Minimum grading modulus | 0,75 |

(ii) Subbase layers

The subbase layers shall be constructed from material obtained from an approved borrow pit material source. Either the upper subbase layer or both subbase layers shall be stabilized. Stabilisation shall be as directed by the Employer's Agent.

Materials used in the subbase layers shall comply with the following requirements prior to the addition of the stabilizing agent:

- | | | |
|-----|--|-------|
| (1) | Lower subbase layer: | |
| | o Minimum grading modulus | 1,20 |
| | o Maximum plasticity index(if layer not stabilised) | 6 |
| | o Minimum CBR at required density(if layer not stabilised) | 4.5 |
| | o Maximum size of aggregate | 63 mm |
| (2) | Upper subbase layer: | |
| | o Minimum grading modulus | 1,50 |
| | o Maximum size of aggregate | 63 mm |

Materials used in the subbase layers shall comply with the following requirements after the addition of the stabilizing agent:

- | | | |
|-----|------------------------------------|-----------|
| (1) | Lower subbase: | |
| | o Minimum UCS at specified density | 1 000 kPa |

- Maximum plasticity index 6
- (2) Upper subbase:
 - Minimum UCS at specified density 1 200 kPa
 - Maximum plasticity index 6

(iii) Gravel shoulders and gravel wearing course

Gravel shoulders and gravel wearing course shall be constructed from material imported from an approved borrow pit. The gravel shoulders and the gravel wearing course shall be unstabilized.

Materials for shoulders and gravel wearing course shall comply with the following:

- Oversize index < 5%
- Shrinkage product (LS x % < 0,425 mm) 100 – 365
- Grading co-efficient (% < 26,5 mm - % < 2,0 mm) x % < 4,75 mm/100 16 – 34
- CBR at 93% of modified AASHTO density > 15

(b) Compaction requirements

The minimum in-situ dry density required for the various layers, in terms of modified AASHTO density, are as follows:

- Lower selected subgrade 90%
- Upper selected subgrade 93%
- Lower subbase 95%
- Upper subbase 97%
- Shoulders 93%
- Gravel wearing course 93%

Layer Works to be considered for this project are as follows: -

- Base – 150mm G2 compacted to 85% of bulk relative density
- Sub base – 150mm C4 Stabilised and compacted to 97% modified AASHTO density,
- Rip and Re-compact G9 150mm in situ material to 93% modified AASHTO density

B3405 CONSTRUCTION TOLERANCES

(a) Level

Add the following paragraph:

“The spacing of level control poles for the construction of layerworks shall not exceed ten meters in the longitudinal direction unless otherwise authorized by the Employer’s Agent”.

B3406 ROUTINE INSPECTION AND TESTS

Statistical control on layer thickness, compaction and stabiliser content will be applied in accordance with Section 8300 Quality Control (Scheme 2).

B3407 MEASUREMENT AND PAYMENT

Add the following sub item to item 34.01(a) and renumber the item to B34.01(a)(iii):

“Item	Unit
B34.01 (a)(ii) 95% of modified AASHTO density (specify compacted layer thickness)	cubic metre (m ³)

Measurement and payment shall be as specified for item 34.01 of the standard specifications.

Add the following sub item to item 34.01(d) and renumber the item to B34.01(d)(iii):

“Item	Unit
B34.01 (d)(ii) 97% of modified AASHTO density (specify compacted layer thickness)	cubic metre (m ³)

Measurement and payment shall be as specified for item 34.01 of the standard specifications.

Add the following pay item:

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

B34.14 Pavement layers constructed from Material from Commercial Sources:

- (a) Gravel subbase (unstabilized crushed material)
compacted to:
 - (i) 95% of modified AASHTO density
(150 mm thick) cubic metre (m³)

- (b) Gravel subbase (chemically stabilized
crushed material) compacted to:
 - (i) 97% of modified AASHTO density
(150 mm thick) cubic metre (m³)

Measurement shall be according to item 34.01 of the standard specifications.

The tendered rate shall include full compensation for:

Procuring hard material, breaking down, placing and compacting the material, including transporting the material for an unlimited haul distance and its removal, disposal and transporting for an unlimited haul distance of all oversize material, and the protection of the layer and the conducting of control tests, all as specified.

The mechanical modification of the untreated layer (crushed dump rock material) by adding soil binder or mixing the crushed dump rock with material from another source.

Providing an appropriate crushing and/or screening plant, transporting the plant to site, erecting, commissioning and finally dismantling it, and loading and transporting it away from the site or to the point where it is to be re-erected, regardless of the number of types of material treated.

The crushing and or screening of the mine dump rock, including all labour, plant, fuel, power supply, water, handling, processing, stockpiling, loading, for transportation to the point of final use, and or disposing of any material screened out and discarded.

Conforming to all safety requirements of the mine manager including conditions set by him for working on mine property, the Occupational Health and Safety Act, the Mine Health and Safety Act No 29 of 1996 and Amendment Act No 72 of 1997 and the requirements of the Environmental Management Plan including all incidentals necessary.

SECTION 3500 : STABILIZATION

B3502 MATERIALS

The actual application rate of the stabilization agent used in any specific material or layer shall be determined by the Employer's Agent.

All references to "Ordinary Portland Cement" shall be replaced with "Portland composite cement (CEM II 32,5)".

(f) Application rate

The nominal application rate of chemical stabilizing agents for tender purposes shall be 80 kg/m³

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

In table 3503/1, delete "8 hours" for ordinary Portland cement and cement blends and replace with "6 hours".

B3506 TOLERANCES

(b) Uniformity of mix (chemical stabilization)

Add the following:

"The method described under 3506(b)(ii) shall be applicable to this contract."

B3507 ROUTINE INSPECTION AND TESTS

Statistical control as per Section 8300 (Scheme 2) will apply.

Add the following sub-clause:

(j) Rejection of stabilized layers

Where newly constructed layers have been stabilized and have been rejected, the following shall apply:

- (i) if rejected within seven (7) days of construction – 50% stabilizing agent shall be added and the layer reworked.
- (ii) if rejected more than seven (7) days of construction – the material shall be removed and replaced and the layer reworked with 100% stabilizing agent.

SECTION 3600 : CRUSHED-STONE BASE

B3602 MATERIALS

Add the following new subclause:

“(e) Durability

The durability property of aggregates derived from the basic crystalline group shall be assessed by means of the Ethylene Glycol Durability Index. When tested in accordance with the method prescribed in B8105 (g) the Durability Index shall not exceed 4. In addition, the 10% FACT value obtained after soaking in ethylene glycol for four days shall not be less than 70% of that obtained on the unsoaked sample. Where any values are obtained that fall outside the above requirements, a detailed assessment of the quarry shall be undertaken together with a specialist mineralogical evaluation of both the coarse as well as fine fractions in order to assess the long-term durability properties of the material.

For Basic Crystalline rocks, Arenaceous rocks, Argillaceous rocks and Diamictites the Durability Mill Index (DMI) shall be less than 125. For all other rock types the DMI shall not be more than 420, subject to the percentage passing the 0,425mm sieve not increasing by more than 8 percentage points during the Durability Mill test.”

SERIES 4000: ASPHALT PAVEMENTS AND SEALS

SECTION B4200: ASPHALT BASE AND SURFACING

B4202 MATERIALS

(a) **Bituminous binders**

(i) Conventional binders

Add the following:

“The binders to be used shall be as follows:

- (a) Continuously graded surfacing course: 60/70-penetration grade bitumen
- (b) Continuously graded base: 40/50-penetration grade bitumen.”

(b) **Aggregates**

Add the following paragraph to the introductory description:

“Asphalt mixes shall be manufactures using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the Employer’s Agent and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single sized aggregate. For stone mastic asphalt mixes all aggregate fractions in excess of 2,36 shall consist of individual single size fractions. Contractors shall note that commercial suppliers may not be able to supply all the required single size aggregates, in which instance arrangements will have to be made for additional on site screening. No additional payment shall be made for screening aggregate. The use of run of crusher type materials shall not be permitted.”

(v) Absorption

Add the following sentence:

“In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0,5%”

(viii) Grading

Delete the second paragraph commencing with "The target grading..." and add the following paragraphs:

The grading limits for the combined aggregate grading for the asphalt surfacing shall be as specified in table 4202/7: Continuously graded medium grade.

(c) Fillers

Delete the second last sentence of the first paragraph and replace with:

“With the exception of stone mastic asphalt, in no instance shall more than 2% by mass of active filler be used in the mixes.”

Add the following after the last paragraph:

“For tender purposes the active filler shall be hydrated lime.”

B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

In the first paragraph, third last line, after “or active filler content” add:

“or aggregate content”

Replace the fifth paragraph with the following:

“The design of the asphalt mixes shall be in accordance with “Interim Guidelines for the Design of Hot-Mix Asphalt In South Africa (June 2001)”, and appropriate research results. The mix properties and requirements shall be as specified in the project specifications”

The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/2.

TABLE B4203/2: ASPHALT MIX REQUIREMENTS: BASE AND SURFACING

Property	Continuously graded surfacing mixes
Marshall Stability (kn)	8 – 18
Marshall Flow (mm)	2 – 6
Stability /Flow (kN/mm)	> 2,5
VMA (%)	> 15
VFB (%)	65 – 75
Air voids (%)	4 – 6
Indirect tensile strength @ 25 °C (kPa)	> 1 000
Dynamic Creep Modules @ 40 °C (MPa)	> 20
Modified Lottmann* (TSR)	> 0, 8
Air permeability @ 7% voids (cm ²)	< 1 x 10 ⁻⁸
Binder film thickness (microns)	5,5 – 8,0
Filler bitumen ratio	1 – 1,5

Property	Continuously graded surfacing mixes
Immersion index (%)	-

* At 7% voids

B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL

(c) Surface requirements

(iii) Tack coat

Add the following paragraph:

“Hand spraying shall only be permitted on areas approved by the Employer’s Agent. The binder distributor shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush.”

B4206 PRODUCING AND TRANSPORTING THE MIXTURE

(c) Transporting the mixture

Add the following paragraph:

“Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10 °C from point of dispatch to the point where it is to be paved. The use of the thermal blankets is obligatory.

The contractor shall ensure that trucks used to haul asphalt are not overloaded and the legal axle loads are not exceeded. Before any asphalt can be transported, the contractor must provide the Employer’s Agent with the certified carrying capacity of each truck intended for the purpose of transporting the mix. The contractor shall provide the Employer’s Agent with a weighbridge ticket before discharging into the paver hopper.

ANY truck that is overloaded shall not be allowed to discharge its load and shall return to the depot/batching plant for adjustment of the load. In addition a penalty shall be applied for the overload.”

Add the following sub-clause:

“(f) Approval of asphalt mixture

Before any asphalt is placed on the road, the Employer's Agent shall approve the mix design. The approval process shall be as follows:

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed form D3 of TMH 10: 'Instruction for the Completion of As-Built Materials Data Sheets' with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be to the contractor's cost.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the Employer's Agent to carry out check design testing as necessary. The above design and aggregate shall be submitted to the Employer's Agent at least six weeks before it is intended to commence with any asphalt production."

B4208 JOINTS

Add the following to this clause:

"Where the difference in level between the new work and the existing road surface exceeds 25 mm, joints shall be treated as follows:

Transverse steps at the end of a day's work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item."

B4214 QUALITY OF MATERIAL AND WORKMANSHIP

(c) Routine inspection and tests

Add the following paragraphs:

"The contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage, lane, time and date).
- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- (iii) The truck and load number from which control samples are taken. All samples taken shall be appropriately numbered.

Test results and measurements will be assessed in accordance with the provisions of section 8200."

Add the following sub-clause:

"(d) Special tests

n-Heptane-Xylene Equivalent (Spot test) (AASHTO-T102)

If the Employer's Agent suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method.

Any bitumen having an n-Heptane-Xylene equivalent in excess of 36, or in excess of the manufacturers test result on the dispatched stock, shall be considered to have been overheated and shall be deemed to be rejected unless proven otherwise."

B4220 SEMI-CIRCULAR (ROUND TOP) SPEED HUMP

Semi-circular (round top) speed hump Speed humps shall not be placed at driveway entrances or storm water gullies.

Position of speed hump to be finalized by the engineer.

Road traffic signs W332 with IN11.1 (40km/h) sign shall be located within 30m ahead of the first speed hump.

Signs must be erected before and road markings provided immediately after construction, allow asphalt to cool (harden Cold tar) before painting. Speed hump to be constructed from premix "Colto Fine or Bulk Cold mix".

Tack coat to be applied on road surface before construction. The template for creating the speed hump will be supplied by the Client. This template must be returned to the client in the same condition, on completion of the works. All existing surfaces to be saw-cut

SECTION 5100 : PITCHING, STONWORK AND PROTECTION AGAINST EROSION

B5102 Materials

Add the following:

Paving Blocks for sidewalks can also be replaced with insitu concrete designed and constructed as per MLM standard drawings

SECTION 5200 : GABIONS

B5201 SCOPE

Add the following paragraph

“This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the Employer’s Agent.”

B5203 CONSTRUCTION OF GABION CAGES

(a) General

Add the following new sub-clause:

“(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204 CONSTRUCTING GABIONS

(c) Assembly

Delete and substitute with:

(c) Assembly, erection and stretching

(i) Assembly

“Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

(d) Rock filling

Add the following new sub-sub-clause:

(iii) General

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

“Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the Employer’s Agent’s instructions. Payment will be made only for gabions removed in accordance with the written instruction of the Employer’s Agent.

Where gabions require moving, or as declared suitable by the Employer’s Agent are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions.

SECTION B5400: GUARDRAILS

5402 MATERIALS

(a) Guardrails

Guardrails shall comply with the requirements of SABS 1350

(i) Galvanising

All guardrails shall be galvanised with a hot dip (galvanised) zinc coating which complies with the requirements of SABS 763 for the coating of type A1 articles.

SECTION B5600: ROAD SIGNS

B5601 SCOPE

*Replace “South African Road Traffic Signs Manual” in the second paragraph with:
“SADC Road Traffic Signs Manual”*

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

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

(ii) Steel profile road signboards

Add the following:

“Chromadek section shall be assembled in accordance with the details of Standard Plans SP-B-12-Sheets 4 and 5 and SP-B-4-Sheets 33E and 34E.

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

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

b) Road sign poles

All traffic sign poles shall be D shaped 76mm OD x 2mm wall thickness galvanised treated poles, capped with 12mm hole drilled 200mm from bottom for a safety pin (200mm long). The construction will be done according to MLM standard drawing numbered MA-060/2015/RSP.

B5604 ROAD SIGN FACES AND PAINTING

Add the following sub-clause:

“(e) Application of retro-reflective material

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

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this Project Specification.”

B5605 STORAGE AND HANDLING

Add the following:

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

- Drilling of holes, except for the fastening of overlays
- Application of any form of adhesive
- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material.
- Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

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

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

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

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

Dismantling shall include sign panels and ground mounted sign supports.

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

Payitems are provided in the Pricing Schedule. Payment will differentiate between different types of sign panels.”

B5609 MEASUREMENT AND PAYMENT

Item **Unit**

B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retroreflective material, where the sign board is constructed from:

Amend the last two lines of the second paragraph to read:

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

SECTION 5700 : ROAD MARKINGS

B5701 SCOPE

Road marking plans shall be issued during construction

B 5707 APPLYING THE PAINT

(c) *Replace the last paragraph with the following:*

"Permanent road marking work as specified by the Employer's Agent shall be carried out within 14 days of opening the road full width to traffic after the completion of the double seal surfacing."

Add the following:

"B5715 ESTABLISHMENT OF PAINTING UNIT

Allowance is made in the schedule of quantities for the re-establishment of the painting unit at designated intervals during the contract period. The Employer's Agent will instruct the re-establishing of the painting unit as required."

B5714 MEASUREMENT AND PAYMENT

Revise the following

"Item	Unit
B57.07 Re-establishing the painting unit at intervals during the contract period	number (No)

The unit of measurement shall be the number of times the painting unit is re-established on site during the contract period. The tendered rate shall include full compensation for all items as specified.

The tendered rate shall include full compensation for the re-establishment on the site and for later removing all special equipment, personnel, etc. as may be required for painting the road-traffic markings. The contractor will be paid at tendered rates for painting the road-traffic markings."

SECTION 5800 : LANDSCAPING AND PLANTING PLANTS

B5802 MATERIALS

(a) Fertiliser/soil improvement material

- (i) Only superphosphate shall be used.
- (ii) Only 2.3.2 (22) + Zn shall be used.

(c) Grass seeds

The seed mixture to be used for tender purposes:

GRASS SPECIES	COMMON NAME	APPLICATION RATE (kg/ha)
<i>Cynodon dactylon</i>	Couch grass	4
<i>Eragrostis curvula</i>	Weeping lovegrass	4
<i>Eragrostis tef</i>	Teff	8
<i>Panicum maximum</i>	Guinea grass	4
<i>Paspalum notatum</i>	Bahia grasss	20
TOTAL		40

The final seed mixture to be used will be issued during construction.

All seed supplied shall be in accordance with the Seed Act No. 20 of 1961 (as amended).

These seed types are available at commercial sources and/or at the Research Institute for Reclamation Ecology of Potchefstroom University.

B5804 PREPARING THE AREAS FOR GRASSING

(d) Fertilising

Delete the first four sentences and replace them with the following:

Only superphosphate and 2:3:2 (22) + Zn shall be used. The superphosphate shall be worked into the topsoil to a depth of at least 100mm prior to hydroseeding. The rate of application shall be 450 kg per hectare.

The 2:3:2 (22) + Zn shall be applied just before hydroseeding at a rate of 400 kg per hectare and again after establishment of the grass cover at a rate of 300 kg per hectare.

B5805 **GRASSING**

(c) Hydroseeding

The anti-erosion compound to be used where specified with the hydroseeding mixture shall be SURFASOL or approved equivalent, applied at a rate of 1 200 kg/hectare. The contractor shall supply the Employer's Agent with a certificate in which the supplier of SURFASOL certifies that his product was applied correctly with the hydroseeding mixture.

B5808 **GENERAL**

(a) Time for planting

Hydroseeding shall be undertaken by February at the latest. If this is not possible, it shall be deferred to September.

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

B 5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from surfacing and other roadworks activities. Excess aggregate or asphalt broomed from the road surface shall not be discarded onto the side-slopes of the road formation. These aggregates, together with all other materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the Employer’s Agent.

This requirement shall be incorporated in the tendered rates for item 59.01 of the Schedule of Quantities.”

SECTION 7300 : CONCRETE BLOCK PAVING FOR ROADS

B 7302 MATERIALS

Replace with the following:

(d) Concrete

Cast insitu concrete edge beams, intermediate beams or sidewalk shall be constructed in accordance with the provisions of sections 6200, 6300 and 6400. Prefabricated kerbing and channelling shall comply with the requirements of section 2300

Add the following payment item:

	“Item	Unit
B 7302	Concrete edge beam (300 mm x 200 mm, Class 15/19 concrete, U2 surface finish).....	cubic metre (m3)"

The unit of measurement shall be the cubic metre of concrete edge beam complete as constructed.

The tendered rate for each cubic metre of concrete edge beam shall include full compensation for the necessary excavation, backfilling, preparation of bedding, formwork, finishing and procuring, furnishing and installing all materials, protecting it against staining, protecting the existing road surface from contamination with concrete, placing of concrete, curing of concrete and protecting the concrete edge beam from damage by traffic.

Add the following payment item:

B 7304 Universal Access

Pedestrian ramp "type C" including transitions complete ref dwg: MLM-SD-R016, R017. The tendered rates per each complete unit, and include full compensation, inclusive of surface preparation, compaction and any necessary backfilling that may be required.

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SCORTIA INTERNAL STREET - ACCESS ROAD

PART C : PROVISION OF THE TEMPORARY WORKFORCE

CONTRACT NO. MLM/SCM/59/2023

FOR: CONSTRUCTION OF SCORTIA INTERNAL ROAD

PART C **PROVISION OF THE TEMPORARY WORKFORCE****CONTENTS**

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C1 **SCOPE**

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

C2 **INTERPRETATIONS****C2.1** **Supporting documents**

The Bid 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.

C2.2 **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 Employer's Agent, 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 Employer's Agent, 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.

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- (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.

C2.3 Status

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

C3 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.

C4 EMPLOYMENT RECORDS TO BE PROVIDED

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Employer's Agent 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 Employer's Agent.

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 Employer's Agent 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.

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C5 **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 bid.

C6 **TRAINING OF THE TEMPORARY WORKFORCE (EPWP LABOURERS)**

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

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 D.

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

C7 **RECRUITMENT AND SELECTION PROCEDURES**

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

The Contractor shall advise the Employer's Agent 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 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.

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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 Employer's Agent thereof, in writing and the Employer's Agent 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.

C8 **TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE (EPWP LABOURERS)**

C8.1 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.

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C8.2 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Construction Specifications, an amount of R34.45, per hour.

C9 **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.

C10 **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.

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C11 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 G as relevant, be deemed to be included in the rates bided for the various items of work listed in the Bill of Quantities.

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CONSTRUCTION OF SCORTIA INTERNAL ROAD

PART D : PROVISION OF STRUCTURED TRAINING

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PART D PROVISION OF STRUCTURED TRAINING**CONTENTS**

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D3	ENGINEERING SKILLS TRAINING
D4	ENTREPRENEURIAL SKILLS TRAINING
D5	MEASUREMENT AND PAYMENT

D1 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).

D2 INTERPRETATIONS**D2.1 Supporting documents**

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

D2.2 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.

D3 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.

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

D3.2 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.

D3.3 In house training

The Contractor shall provide with his bid, 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 Bidder.

D3.4 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.

D3.5 Selection of candidates

Members of the workforce will be selected by the Employer's Agent, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Employer's Agent.

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

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

D3.6 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.

D3.7 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.

D3.8 Approval of training

Both the Selected Subcontractor's and the Contractor's additional training programme shall be subject to the approval of the Employer's Agent, and if so instructed by the Employer's Agent, 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.

D3.9 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 Employer's Agent.

D3.10 Remuneration during training

Workers shall be remunerated in respect of all time spent undergoing the specified training in terms of Clause D03.02, at the minimum specified wage rate for the area of the Works.

D3.11 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.

D4 **ENTREPRENEURIAL SKILLS TRAINING****D4.1** 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.

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D4.2 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 Employer's Agent, and shall make recommendations in this regard. The final list of candidates will be decided between the Contractor, the Employer's Agent and the Project Committee.

D4.3 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.

D4.4 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.

D4.5 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.

D4.6 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.

D4.7 In house training and additional training

The Contractor shall provide with his bid, 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 Bidder.

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- D4.8 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.
- D4.9 Training hours
All specified entrepreneurial training shall take place within normal working hours.
- D4.10 Approval of training
Both the Selected Subcontractor's and the Contractor's training programme shall be subject to the approval of the Employer's Agent, and if so instructed by the Employer's Agent shall alter or amend the programme and course content.
- D4.11 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 Employer's Agent. 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.
- D4.12 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.
- D5 MEASUREMENT AND PAYMENT**
- D5.1 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 B1232 of the Construction Specifications, 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 Employer's Agent's written instruction, plus a percentage as bided to cover all his charges and profits.
- D5.2 Scheduled items
Payment items are included in the bill of Quantities under Section 1200 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 under Section 1300 and shall not be paid for separately.

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PART E : DEVELOPMENT OF THE SMME CONTRACTORS AND LOCAL LABOUR

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PART E : DEVELOPMENT OF THE SMME CONTRACTORS AND LOCAL LABOUR.

A minimum target of (thirty) 30% of the value of “ACTUAL CONSTRUCTION WORKS” of this contract, excluding Preliminary & General (Establishment) costs, Provisional Sums, Escalation and Contingencies, shall be allocated towards the development of SMME sub-contractors. The 30% is a target that all projects must strive to meet as the main objective.

In the event that realisation of the 30% target figure is not “FEASIBLE” to achieve, due to the peculiarities or the nature of the project, A note of such reasons shall be recorded in the contract documentation. Such deviation shall be subject to approval by the Municipal Manager of the MLM and the Technical Director.

In the case of projects where the 30% SMME allocation target cannot be realised, the Main Contractor shall be expected to use expenditure on other project inputs and overheads such as local sourcing of construction materials which would otherwise have been procured outside of the SMME works. NB: Local sourcing as contemplated in this regard, refers to suppliers located within the immediate ward(s) in which the project is being implemented. In the absence of suitable suppliers within the immediate ward, the Main Contractor may source from suppliers located within the region in which the project is to be implemented. Should there be no suitable suppliers/service providers in both the ward and the affected region, the Main Contractor will be allowed to source from any supplier/service provider located within the jurisdiction of the MARULENG Local Municipality.

The following items will form part of the Community Retained Earnings (CRE) also defined as Local Spend, over and above the 30% of the value of works subcontracted to the local SMMEs:

Purchase of selected materials from local suppliers; (i.e suppliers based within the section, ward or region within which the contemplated Infrastructure Development (ID) project is being implemented)

- Renting of locally supplied transportation services
- Employment of local security service providers
- Provision of training to local SMMEs
- Employment of local labour
- Ad-hoc purchase of supplies from local outlets and use of local enterprises /service providers e.g. tyre suppliers, mechanics, caterers, etc

The SMME's must be selected through the Maruleng Local Municipality's Policies and Procedures .

- i) The EPWP Guidelines will be implemented on all gravel roads projects.
- ii) The contractor must employ local labourers on this contract.

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- iii) The bidder is to appoint local sub-contractors (SMMEs) through the Maruleng Local Municipality's Work Programme, to undertake the execution of the works that are required in this bid to complete the project.

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PART F: PROVISION OF A SAFETY OFFICER

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PART F : PROVISION OF A SITE SAFETY OFFICER

The person that will undertake the OHS Act Compliance Monitoring must have the following qualifications and competency:

- Qualification of SAMTRAC or the National Diploma in Safety Management (NADSAM).
- Be registered with the South African Council for Projects and Construction Management Professionals (SACPCMP) or in a process of registering with SACPCMP and letter confirming that the application is being processed.
- Five years' experience in OHS safety monitoring of civil engineering construction projects.
- Identify the risks and hazards that the workers of the project and the community may be exposed to, and analyse and evaluate the risks and hazards identified based on a documented method.
- Prepare the Fall Protection Plan which includes the outlining of all risks relating to working from fall-risk position, considering the nature of work undertaken, stipulate in writing the procedures and methods to be applied to eliminate the risk and prepare a rescue plan.

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

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PART G : SUPPLEMENT TO THE CONTRACT: SPECIFICATION FOR OCCUPATIONAL HEALTH AND SAFETY

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G1	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, 2014, 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 bid document, the status of the Contractor as Mandatary 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, 2014.

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, 2014, shall be displayed on site and made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

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G2 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, 2014. **“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 bid purposes, **“Contractor”** shall also mean **“Bidder”**.

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 Mandatary of the Employer, without derogating from his status as an Employer in his own right.

“Engineer” where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 3rd Edition 2015. 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).

G3 BIDS

For bid 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 bid 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 MLM'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.

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- (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 bid 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, 2014 and will result in the bid being subject to disqualification.

G4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

The contractor shall, where the contract meets the requirements laid down in Construction Regulation 4 prior to commencement notify the Department of Labour of the intention to carry out construction work and use the form (pro forma included in Volume 3: Part 5 Section C5.2) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to the Employer for record keeping purposes.

G5 GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN**G5.1 Project Background**

In terms of the Construction Regulation 5(1)(b), the Employer is required to compile site specific health and safety specifications for each of its projects and the Contractor, appointed by the Employer in terms of Construction Regulation 5(1)(K), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Construction Regulation 7(1)(a) as well as the Employer's site specific health and safety specifications. In terms of Construction Regulation 5(1)(l), the Employer and the Contractor are required to discuss and negotiate the content of the plan and the Employer must there after finally approve the plan for implementation. Work may only commence after the final approval of Occupational Health and Safety Plan.

G5.2 Framework for an Occupational Health and Safety Plan**G5.2.1 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

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- 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

G5.2..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

G5.2.3 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

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- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

G5.2.4 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

G6 HEALTH AND SAFETY FILE

As required by Construction Regulation 7(1), the contractor and subcontractors shall each keep an OH&S file on site. 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.

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The following index is neither exhaustive nor prescriptive but recommended as a guide for the contents of the OH&S file:

- Notification of construction work (Construction Regulation 4) where applicable
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID Insurer (Construction Regulation 5(1)(j))
- OH&S plan agreed with the Employer including the underpinning risk assessment/s and method statements (Construction regulation 7(1))
- Copies of OH&S committee and other relevant minutes
- Designs/drawings (Construction Regulation 7(1)(e))
- A list of subcontractors including copies of the agreements between the parties and the type of work being done by each subcontractor (Construction Regulation 7(1)(f))
- Appointment/designation forms as per sub-sub-clause E1002(a)(i) and (ii).

Registers as follows:

- Accident/Incident register (Annexure 1 of the General Administrative Regulations)
- Accommodation of traffic daily inspection book
- OH&S representatives' inspection register
- Asbestos demolition and stripping register
- Bulk mixing plant inspections
- Construction vehicles and mobile plant inspections by controller
- Daily inspection of vehicles, plant and other equipment by the operator/driver/user
- Demolition inspection register
- Designer's inspection of structures record
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections
- Electrical installations, -equipment and -appliances (including portable electrical tools)
- Excavations inspection
- Explosive actuated fastening device inspection, maintenance, issue and returns register (incl. cartridges and nails)
- Fall protection inspection register
- First aid box contents
- Fire equipment inspection and maintenance
- Temporary works inspections
- Hazardous chemical substances record
- Ladder inspections
- Lifting equipment register
- Materials hoist inspection register
- Machinery safety inspection register (incl. machine guards, lock-outs etc.)
- Scaffolding inspections
- Stacking and storage inspection

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- Inspection of cranes
- Inspection of structures
- Inspection of suspended platforms
- Inspection of tunnelling operations
- Inspection of vessels under pressure
- Welding equipment inspections
- Inspection of work conducted on or near water
- Welfare facilities as provided

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.

G7 RISK ASSESSMENT

The contractor shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, conduct a risk assessment by a competent person and the risk assessment so produced shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 9(1). Competence is a factor of training, knowledge, experience and/or appropriate qualifications. Where proof of competence is required by the Regulation, a concise CV must be attached to the appointment letter.

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 risk assessment shall include, as far as is reasonably practicable, at least:

- the identification of the risks and hazards to which persons may be exposed;
- the analysis and evaluation of the risks and hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed;
- a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system;
- a monitoring plan;
- a review plan, inclusive of dates to be adhered to; and

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- ergonomic related risks are to be analyzed, evaluated and addressed as part of the process.

Based on the risk assessments, the contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessments, together with the site-specific OH&S rules shall be submitted to the Employer before construction on site commences.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

The contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The contractor shall provide the Employer, subcontractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated above.

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

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.

G8 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

G8.1 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.

The Contractor shall appoint every sub-contractor in terms of Constructon Regulation 7(1)(c)(v)

G8.2 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.

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G8.3 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 and 14 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 22))

- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safety Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

G9 **APPOINTMENT OF SAFETY PERSONNEL****G9.1** **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.

G9.2 **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.

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G9.3 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.

G9.4 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.

G9.5 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 9);
- Fall protection (Regulation 10);
- Structures (Regulation 11);
- Temporary works (Regulation 10);
- Excavation work (Regulation 13);
- Demolition work (Regulation 14);
- Tunneling (Regulation 15);
- Scaffolding work (Regulation 16);

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- Suspended platforms (Regulation 17);
- Rope access work (Regulation 18);
- Material hoists (Regulation 19);
- Bulk mixing plant (Regulation 20);
- Explosive actuated fastening device (Regulation 21);
- Cranes (Regulation 22);
- Construction vehicle and mobile plant (Regulation 23);
- Electrical installation and machinery on construction sites (Regulation 24);
- Use of temporary storage of flammable liquids on construction sites (Regulation 25);
- Water environments (Regulation 26);
- Housekeeping and general safeguarding on construction sites (Regulation 27);
- Stacking and storage on construction sites (Regulation 28);
- Fire precautions on construction sites (Regulation 29); and
- Construction employees' facilities (Regulation 30)

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.

G10 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 mandatary (Employer) for the Contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations, 2014, 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)

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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.

Management and supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraphs E8 and E9 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

Risk assessment for construction work (Regulation 9)

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 9.

Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of this Construction Regulations.

Structures (Regulation 11)

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 11 of the Construction Regulations.

Temporary works (Regulation 12)

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The Contractor will be responsible for the adequate design of all temporary work structures by a competent person. All drawings pertaining to temporary work structures shall be kept on site and all equipment and materials used in temporary work structures, shall be carefully examined and checked for suitability by a competent person. A design certificate of the temporary work structures shall be submitted by a Professional Engineer. The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

Excavation work (Regulation 13)

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 13 of the Construction Regulations.

Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 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 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 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 17)

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 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 17 of the Construction Regulations.

Rope access work (Regulation 18)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 18.

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Material hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

Bulk mixing plant (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a bulk mixing plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. 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 actuated fastening device (Regulation 21)

The Contractor shall ensure that, wherever explosive actuated fastening devices are required to be used, all safety provisions of Regulation 21 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 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulations 22 shall be complied with.

Construction vehicles and mobile plant (Regulation 23)

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 23, 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 24)

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 24.

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Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations, 2003 and all the provisions of Regulation 25 of the Construction Regulations to sure a safe and hazard-free environment to all workers and other persons on site.

Water environment (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

Housekeeping and general safeguarding on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the Environmental Regulations for Workplaces, 1987 and all the provisions of Regulation 27 of the Construction Regulations.

Stacking and Storage on Construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations, 2003 as well as all the provisions of Regulation 28 of the Construction Regulations shall apply.

Fire Precautions on Construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces, 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 29 of the Construction Regulations.

Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations, 2004 and the provisions of Regulation 30 of the Construction Regulations.

Offences and penalties (Regulation 33)

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. Any person who contravenes or fails to comply with any provision of regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30, is guilty of an offence and liable upon conviction to a fine or to imprisonment for a maximum of 12 months and, in case of a continuous offence, not exceeding an additional fine of R200 or additional imprisonment of one day for each day on which the offence continues: Provided that the period of such imprisonment will not exceed 90 days. **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.**

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G11 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
 - 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

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- 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.

G12: ARRANGEMENTS FOR MONITORING AND REVIEW

The Employer will conduct audits for compliance with Construction Regulation 5(1)(o) 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.

G13: MEASUREMENT AND PAYMENT

Item		Unit
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B13.01 (d) Occupational Health and Safety Act Administration

Contractors administration obligation in respect of the Occupational Health and Safety Act and Construction Regulation-----Lump Sum

Payment of the lump sum bided under Item B13.01 (d) 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 bided 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.

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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 B13.01 (d) shall include full compensation to the contractor for the appointment and payment of a Safety officer

THE LUMP SUM BIDDED 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 BIDDED RATES FOR OTHER ITEMS OF THE WORKS

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C3.5: MANAGEMENT

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3.5.1 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.

3.5.2 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.

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3.5.3 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.

3.5.4 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

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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.



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THE CONTRACT (VOLUME 3)

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PART 4: SITE INFORMATION

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C4.1 EXTEND OF SITE

The project is situated in the township of Scortia within the jurisdiction of Maruleng Local Municipality. The works comprises of upgrade of the existing access gravel road to 6m wide surfaced road of 2.389km long (paving blocks), and provision of associated stormwater control and hydraulic structures. The access road is connecting the location of Scortia to road R531, it is of importance to the people staying in Scortia.

C4.2 GEOTECHNICAL INFORMATION

A geotechnical investigation of the existing soil strata was conducted by Makhuma Consultants to ensure that necessary upgrade is to be carried out. The geotechnical report indicates that the in-situ material sandy gravel/gravelly sand with minor little to clay over the majority of the site which can be classified as G8 and G10 quality. Both the TRH14 and the COLTO specifications require materials to be of minimum G6 quality before stabilisation to achieve C3 and C4 quality after stabilisation. Therefore, stabilisation tests such as UCS/ITS are irrelevant for the material encountered on site.

Due to the in-situ material classifying as poor-quality material i.e., G8 – G10 quality material, selected layers may be required for satisfactory pavement construction. Consequently, better-quality material should be imported and placed on the compacted in-situ material. The subgrade should be compacted to at least 93% Mod AASHTO density, but preferably to refusal density.

The Geotechnical report recommended that better quality material for pavement layers be sourced commercially.

C4.2 PROJECT LOCATION

The project is in Scortia in Hoedspruit within the jurisdiction of Maruleng Municipality. Table below indicates the start and end GPS coordinates and the length of the access road (refer to Figure 1 below for the locality plan).

Road ID	Length	GPS coordinates / road		Start Elevation (m)	End Elevation (m)	Road Reserve
	Length /m	Start	End			
Scortia Access Road	2389.086	24°30'56.25" S 30°57'30.49" E	24°30'10.05" S 30°58'30.03" E	655	627	15m

C4.3 LOCALITY PLAN

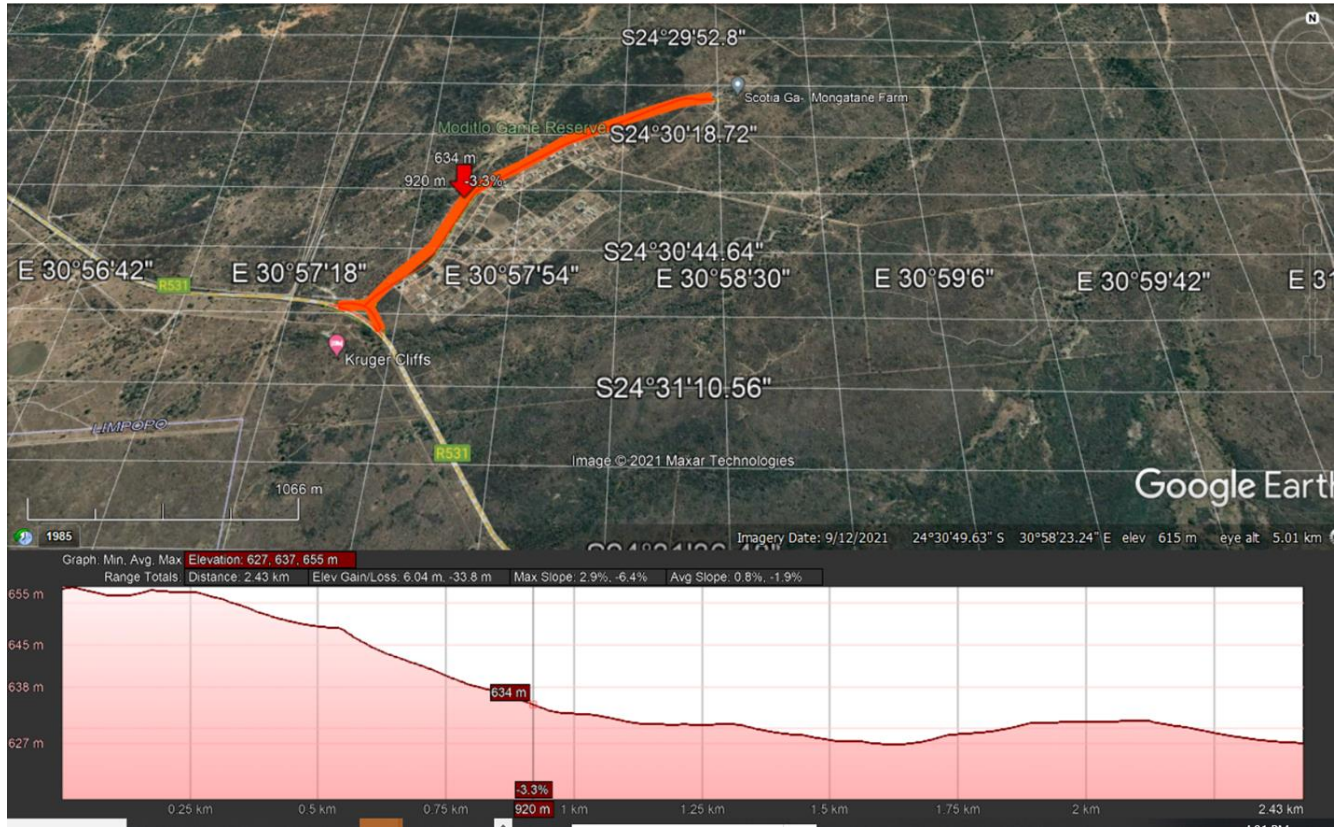


Figure 1 – Scortia – Access Road Project Locality Plan*Google Earth



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FOR CONTRACTOR GRADING CIDB 7CE or higher

CONTRACT DOCUMENT

DATE: DECEMBER 2023

ISSUED BY:



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PREPARED BY:



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NAME OF TENDERER:

CONTRACTOR CIDB GRADING:

ADDRESS:

TEL : **FAX :**