DANNHAUSER LOCAL MUNICIPALITY

TENDER NO:

TENDER NO:DAN13/07/26

CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2

GRADE 7CE OR HIGHER

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
CSD NUMBER:	
TENDER AMOUNT	

JULY 2026

ISSUED BY:

DANNHAUSER LOCAL MUNICIPALITY

PRIVATE BAG X 1011
DANNHAUSER
3080

Tel : (034) 261 2666
Fax : (034) 621 3114

PREPARED BY:

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd

PO Box 1460, VRYHEID, 3100

Tel no: +27 (034) 980 7242,

SUMMARY FOR TENDER OPENING PURPOSES

(To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender)

Name of Contractor submitting the tender:	
CSD NUMBER:	
Tender Amount: *(as stated in the Form of Offer)*	*R*
Alternative Tender offered?	(*Yes /No*)
If "Yes" state amount:	*R*
Time for Completion:	***Weeks***
Maximum time for Completion:	***52 Weeks***
Details of contact person:	
Name *(Print):*	
Telephone No:	
Fax No:	
E-mail address (*if available*):	

(Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.)

SIGNATURE*:* _____

(of person authorised to sign the tender)

CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2

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The Tenderer shall also satisfy himself that this document is complete in accordance with the above contents and if any pages are found to be missing, or duplicated, shall immediately request the Engineer to rectify the discrepancy. No liability will be admitted by the Employer in respect of errors in the Tenderer's Offer due to the foregoing.

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T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

DANNHAUSER LOCAL MUNICIPALITY (KZN - 254)
KWAZULU - NATAL

1 West Street
Private bag X1011
Dannhauser
3080

Telephone : (034) 621 2666
Facsimile : (034) 621 3114

INVITATION TO TENDER
CONTRACT NO:DAN13/07/26
DESCRIPTION: CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2

Prospective bidders are hereby invited to tender for **Construction of Internal Industrial Roads in Ward 2**

Tender Name	Tender No	CIDB Grading	Tender Closing Date
CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2	**13/07/2026**	7 CE or Higher	**27/08/2026**

A **NON-REFUNDABLE BID** document fee of **R1000.00 per tender document** is payable at the cashier's office during office hours at 07h30 to 15h00 with a lunch interval of 13h00 to 13h30 or via EFT as follows (Bank – **FNB**, Account Holder - **Dannhauser Municipality**, Account No. **62369194106**, Branch code - **270324** and Account type – **Cheque,** Documents will also be available on **E-Tender.**

Tender Documents will be available from date **27/07/2026**

Tenderers will need to attend a Compulsory Clarification Meeting, which will take place on 12/08/2026: 14h00, 1 West Street ,Dannhauser ,3080

In terms of section 13 of the Municipal Supply Chain Management Policy and the official tender procedures, the Municipality will reject all tenders that do not comply with the following conditions:

- Bidders must be registered on the Central Supplier Database and proof of registration must be submitted.
- Price(s) quoted must be valid for at least ninety (90) days from date of offer.
- Price(s) quoted must be firm and inclusive of VAT
- Bidders must include both Tax Clearance Certificate and SARS Pin.
- This bid is subject to the general conditions of contract (GCC) and if applicable, any other specific conditions of contract.
- Company profile with traceable references.
- CIPC Registration certificate "CK"
- Certified ID copies of Directors not older than 3 months
- Current municipal rates account.
- Capacity to undertake work within stipulated time frame.
- Bidders must complete all MBD forms.
- No bids will be considered from persons in the service of the state.
- Bidders must fill in the tender register stating the date and time of when they submitted their tender, available at the tender box.
- The Municipality reserves the right to withdraw any invitation to tenders and/or to re-advertise or to reject any tender or to accept a part of it.
- The Municipality does not bind itself to accepting the lowest tender or awarding a contract to the bidder scoring the highest number of points.
- Tenderers must be registered with **CIDB grading 7CE or higher** class of construction works.
- **Pre-incorporated 15% subcontracting of the project to an emerging contractor or contractors located in Dannhauser** (**Tender to submit Company profile, Tax Compliance Certificate, CSD, CIDB for contractor located in Dannhauser). Failure to incorporate subcontracting documents will render the tender as non-responsive.**
- All material, local labour (skilled and unskilled), plant and equipment of which the appointed contractor does not have **must be sourced** locally.
- Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit to tenders.

FUNCTIONALITY CRITERIA

Tenders are to be evaluated based on an 80/20 preferential point system, 80 points for price and 20 points of the revised preferential procurement policy framework 2022 (Preference Goals).
Only those tenderers who attain the minimum number of evaluation points for Quality (functionality) will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration

No	Key aspect of criterion	Weighting	Points	Evidence Required
1	Company Track Record	**40**	40	Appointment letters, Completion certificates stamped by the Client and Reference Letter atleast 5 or more Road projects carried out with the municipality and/or government (Asphalt Road Construction)
			20	Appointment letters , Completion certificates stamped by Client and Reference Letter for atleast 3-4 Road projects carried out with the municipality and/or government (Asphalt Road Construction)
			15	Appointment letter, Completion Certificates stamped by Client and Reference Letter for atleast 2-3 Road projects carried out with the municipality and/or government (Asphalt Road Construction)
			5	Appointment letter, Completion Certificates stamped by Client and Reference Letter for atleast 1-2 Road projects carried out with the municipality and/or government (Asphalt Road Construction)
2	Key personal CVs and Professional Registrations	30	15	Contracts Manager (Civil Engineering) • NQF 7 =5 points • 10 Years Experience = 5 points) • Registered with the council (Pr.Eng/Pr.Tech /PrCP/PrCPM) = 5 points CV with traceable references and certified copies of qualifications not older than 3 months
			10	Site Agent (Civil Engineer) • NQF Level 6 = 5 Points • 10 Years experience = 5 points CV with traceable references and certified copies of qualifications not older than 3 months
			5	Foreman • Labour Intensive Construction Certificate (NQF 7) – 3 points • Labour Intensive Construction Certificate (NQF 5) – 2 points • Grade 12 –2 points CV with traceable references and certified copies of qualifications not older than 3 months
3	Plant and Equipment	20	20	Proof of Ownership (i.e Logbook): • Grader (with 3D levelling) – 5 points • 10–12-ton Smooth Drum Roller – 5 points • Asphalt Paver – 5 points • Excavator – 5 points Provide certified copies not older than 3 months of Logbooks

			10	Lease Agreement equivalent to project duration for: 10 points • Grader (with 3D levelling) – 4 points • 10–12-ton Smooth Drum Roller – 2 points • Asphalt Paver – 2 points • Excavator – 2 points Provide certified copies not older than 3 months Logbook from the Lessor
4	Methodology, Quality Plan & Construction Program	10	10	Project-Specific Method Statement addressing G2 layer slushing, 30mm asphalt temperature control, and stormwater interface. Gantt Chart showing critical path, specific focus on layer-works drying times, and stormwater installation sequence.
Total		**100**		

Bidders must at least score 75 points or more to qualify for last stage (pricing 80/20)

Bid documents must be submitted in sealed envelope: clearly marked "TENDER NO 13/07/26 CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2" must be deposited in the tender box situated at the reception area of the Dannhauser Municipal Offices.
Bid documents should be received not later than **12h00** on 27/08/2026 where after bids will be opened in public. Late, e-mailed or faxed bids will not be accepted.

Technical enquiries are to be directed to Mrs Lungelo Gcabashe, Director Technical Services, email**:** **lungelog@dannhauser.gov.za** &
Zanele Mnguni, PMU Manager , email**:** **zanele@dannhauser.gov.za**
SCM enquiries are to be directed to Mr. Joe Hlongwane, SCM Manager, email **joeh@danhauser.gov.za** at 01 West Street or Telephonically
on **034 621 2666** during working hours, between 07h30 to 16h00 with a lunch interval from 13h00 to 13h30, Monday to Friday.

MUNICIPAL MANAGER **TENDER NUMBER: 13/07/2026**
Mr. M Sithole

T1.2 TENDER DATA

1. GENERAL

The Conditions of Tender reproduced in Section 3 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

F.1.1 The Employer for this Contract is: **Dannhauser Local Municipality**

F.1.2 Tender Documents

2. **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures
T1.1: Tender Notice and Invitation to Tender
T1.2 : Tender Data

T2 : Returnable Documents
T2.1: List of Returnable Documents
T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data
C1.1: Form of Offer and Acceptance
C1.2: Contract Data

Part 2: Pricing Data
C2.1: Pricing Instructions
C2.2: Bill of Quantities

Part 3: Scope of Work
C3: Scope of Work

Part 4 : Site Information
C4 : Site information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The Employer's agent is:

Name	:	DLV Project Managers and Engineers (Pty) Ltd
Address	:	144 Mark Street, Vryheid, 3100
Telephone	:	(034) 980 7242
Fax	:	(034) 983 2765
E-Mail	:	simbongile@dlveng.co.za

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

The Employer is not obliged to accept the lowest or any tender offer.

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

(a) the contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;

(b) the Tenderer does not have the legal capacity to enter into the contract;

(c) the contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;

(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;

(e) The Tenderer cannot demonstrate that he possesses the necessary technical qualifications and competencies, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or

(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

TENDERER'S TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HEREWITH WILL NOT BE CONSIDERED ELIGIBLE.

TENDER QUALIFICATION: LABOUR INTENSIVE CONTRACTS

Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.

To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:

(a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.

(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

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

The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:20 for effective supervision of Labour-intensive works for all LI activities.

Schedule of Labour Content
The minimum Labour Content for this Project shall be 5% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

Number of Persons employed							
Occupational Category	Total Person	Adult		Youth		Disable	
		Women	Men	Female	Male	Female	Male
Work Opportunities	20	4	4	5	5	1	1

F.2.7 Site visit and clarification meeting

The arrangements for the compulsory site inspection visit and clarification meeting are as follows:

Location: 01 West Street, Dannhauser, 3080
Date : Refer to Tender Advertisement
Starting time : Refer to Tender Advertisement

Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:

DLV Project Managers and Engineers (Pty) Ltd

Tel : 034 980 7242
e-Mail : simbongile@dlveng.co.za

F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

3. Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form R: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Tenderer desires to submit an alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

4. The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for the proper evaluation of the tendered alternative, otherwise the offer will not be considered;

(ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.

(iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:

- Changes in design parameters ordered by the Engineer;
- Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.

(v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

F.2.13 Submitting a Tender Offer

F.2.13.5 Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted.
Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

F.2.13.6 A two-envelope procedure will **not** be followed.

The Employer's address and identification details are as follows:

Location of Tender box:		Dannhauser Local Municipality Offices in Dannhauser
Physical address:		01 West Street, Dannhauser, 3080
Identification details	Reference Number	**TENDER NO: DAN13/07/26**
	Title of Tender	**CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2**
	Closing Date	27/08/2026
	Time	12H00
Postal address:		Private Bag X530, DANNHAUSER , 3080

F.2.15 Closing Time

The closing time for submission of Tender Offers is **as per tender advert.**
Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will not be accepted.

F.2.16 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed

in the Contract Data or any extended time agreed to by the Employer;

then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders :

Provided always that the Employer may exempt a Tenderer from the provisions here of, if it is of the opinion that the circumstances justify such exemption.

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certificates must be provided with the tender:

- Tax reference number, Request reference number and PIN obtained from SARS.
- A certified copy of B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Sworn Affidavit confirming annual turnover and level of black ownership and in case of all EMEs and QSEs with 51% black ownership or more
- National Treasury Central Supplier Database Compliance Information (CSD), containing registration confirmation status of National Treasury with MAAA" supplier reference number.
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- VAT Registration Certificate from the South African Revenue Services (SARS) if applicable
- Certified company / CC / Trust / Partnership registration certificates;
- Proof that payment for municipal services is up to date not more than 90 days or proof and affidavit that the company reside in the rural area; and
- Certified Copies of Identity Document of the shareholders of the company as per the CIDB.
- CIDB certificate must be attached.
- Certified letter of good standing.
- Fully completed municipal bidding Forms (MBD)

F.3.1 Respond to requests from the tenderer

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

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

a) an individual firm, or joint venture as a whole, or any individual member of the joint

venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of Tender Submissions

The time, date and location for the opening of the tender offers is as follows:

Time:	**Refer to tender Advertisement**
Date:	**Refer to tender Advertisement**
Location / Venue:	**DANNHAUSER Municipality, 1 West Street, Dannhauser, 3080**

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion, 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 The two envelope system **will not** apply to this tender.

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions or discrepancies

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

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

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

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

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

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

quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of Tender Offers

F.3.11.1 The DANNHAUSER Local Municipality has adopted a policy in supporting the legislation applicable to procurement of tenders and management of Construction Contracts. To achieve the RDP principles, an environment conducive to emerging and SMME's Contractors has to be created. Therefore, the procurement policy adopted by Dannhauser Local Municipality will be implemented in this contract to give effect to Section 217(2) of the Constitution and as published in Government Gazette no 16085, dated 23 November 1994.

F.3.11.2 Tenders will be evaluated in two stages in accordance with the standard tender evaluation Method 2: Financial Offer and Preferences as follows:

STAGE 1 : TEST FOR RESPONSIVENESS/ELIGIBILITY

In order for a tender to be considered responsive, it must comply with **ALL** of the following criteria:

(a) The tender documentation must be completed and signed in all respects;
The Contractor must have the required CIDB grading;
(b) The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and
(c) The tender must comply with the eligibility criteria noted in F.2.1; and
In terms of F.2.1I, the following specific criteria must be proven by the tenderer:

i) That the tenderer possesses the necessary on-site, management expertise and capability to carry out the contract
ii) That the tenderer has the financial capacity to carry out the contract; and
iii) That the tenderer has ready access to the plant and equipment required to carry out the contract

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in the table overleaf.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

TENDERER'S MUST SCORE A MINIMUM OF 75 POINTS FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 I.

FUNCTIONALITY CRITERIA

STAGE 2 : FINANCIAL OFFER AND PREFERENCES

All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in Returnable F (MBD 6).

F.3.11.3 Points scored for price (Contract Value more than R 50 000 000)

The 90/10 preference point system will be used to allocate points for tenders in this category.

F.3.11.4 Points scored for price (Contract Value less than R 50 000 000)

The 80/20 preference point system will be used to allocate points for tenders in this category.

It is estimated that tenders on this contract will be evaluated on the 80/20 preference point system

No	Key aspect of criterion	Weighting	Points	Evidence Required
1	Company Track Record	**40**	40	Appointment letters, Completion certificates stamped by the Client and Reference Letter atleast 5 or more Road projects carried out with the municipality and/or government (Asphalt Road Construction)
			20	Appointment letters , Completion certificates stamped by Client and Reference Letter for atleast 3-4 Road projects carried out with the municipality and/or government (Asphalt Road Construction)
			15	Appointment letter, Completion Certificates stamped by Client and Reference Letter for atleast 2-3 Road projects carried out with the municipality and/or government (Asphalt Road Construction)
			5	Appointment letter, Completion Certificates stamped by Client and Reference Letter for atleast 1-2 Road projects carried out with the municipality and/or government (Asphalt Road Construction)
2	Key personal CVs and Professional Registrations	30	15	Contracts Manager (Civil Engineering) • NQF 7 =5 points • 10 Years Experience = 5 points) • Registered with the council (Pr.Eng/Pr.Tech /PrCP/PrCPM) = 5 points CV with traceable references and certified copies of qualifications not older than 3 months
			10	Site Agent (Civil Engineer) • NQF Level 6 = 5 Points • 10 Years experience = 5 points CV with traceable references and certified copies of qualifications not older than 3 months
			5	Foreman • Labour Intensive Construction Certificate (NQF 7) – 3 points • Labour Intensive Construction Certificate (NQF 5) – 2 points • Grade 12 –2 points CV with traceable references and certified copies of qualifications not older than 3 months
3	Plant and	20	20	Proof of Ownership (i.e Logbook): • Grader (with 3D levelling) – 5 points • 10–12-ton Smooth Drum Roller – 5 points • Asphalt Paver – 5 points • Excavator – 5 points Provide certified copies not older than 3 months of Logbooks

	Equipment		10	Lease Agreement equivalent to project duration for: 10 points • Grader (with 3D levelling) – 4 points • 10–12-ton Smooth Drum Roller – 2 points • Asphalt Paver – 2 points • Excavator – 2 points Provide certified copies not older than 3 months Logbook from the Lessor
4	Methodology, Quality Plan & Construction Program	10	10	Project-Specific Method Statement addressing G2 layer slushing, 30mm asphalt temperature control, and stormwater interface. Gantt Chart showing critical path, specific focus on layer-works drying times, and stormwater installation sequence.
Total		**100**		

NB: Bidders are required to submit supporting documents to score full point

Only bidders who score a minimum score of 75 points (75%) shall be considered for further evaluation. Bidders who fail to score a minimum score of 75 points shall be disqualified and will not be considered for further evaluation.

It is the bidder's responsibility to ensure they provide all returnable documents to avoid losing points.

STAGE 2: FINANCIAL OFFER AND PREFERENCES

All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in Returnable F (MBD 5).

F.3.11.3 Points scored for price (Contract Value more than R 50 000 000)

The 90/10 preference point system will be used to allocate points for tenders in this category.

F.3.11.4 Points scored for price (Contract Value less than R 50 000 000)

The 80/20 preference point system will be used to allocate points for tenders in this category.

It is estimated that tenders on this contract will be evaluated on the 80/20 preference point system

Annex F: Standard Conditions of Tender

(As contained in Annexure F of Board Notice 12 of 2009: Standards for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

5. **conflict of interest** means any situation in which:

6. someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
   ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

7. **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned

in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with the 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) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

F2.10.2 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 Unless stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as 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. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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 requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

(d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
(e) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
(f) 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, omissions or discrepancies

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

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

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

quantities or schedules of prices; or

ii) the summation of the prices.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1 : Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2 : Financial offer and preference

In the case of a financial offer and preferences:

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

$$T_{EV} = N_{FO} + N_P$$

Where : N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank tender offers from the highest number of evaluation points to the lowest.
d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in the sub clause is repeated.

F.3.11.4 Method 3 : Financial offer and quality

In the case of a financial offer and quality:

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

$$T_{EV} = N_{FO} + N_Q$$

Where : N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

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

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

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where : N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
N_P is the number of tender evaluation points awarded for preference claimed in accordance with F.3.11.8.
N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

[a] P_m is the comparative offer of the most favourable comparative offer.
P is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

$N_Q = W_2 \times S_o / M_s$

where: S_O is the score for quality allocated to the submission under consideration;
M_s is the maximum possible score for quality in respect of a submission.
W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

F4.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. ***The data that is required to be kept and maintained for each project includes:***

F4.1.1 Beneficiary data

A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

(a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or other unique identifier).

(b) Beneficiary profiles – nationality, gender, age, education level and disability status.

I Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended and number of calendar days worked.

F4.1.2 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

(a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.

(b) Summary of monthly attendance.

F4.1.3 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

8. Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

Alternatively,

(b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F4.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

(a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).

(b) Number of person-days of work created (where one person-day = one day of work carried

out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.

- Number of Full Time Equivalents (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.

(d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).

- Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

T2 Returnable Documents

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:
Note:

- **List of all Mandatory Schedules to follow each other accordingly.**
- **Failure to complete the following document in full will result in the tenderer being disqualified**

REF	DESCRIPTION
A	Certificate of Attendance at a Tender Site Meeting
B	Record of Addenda to Tender Documents
C	Certificate of Authority of an Entity
D	Registration Certificates of an Entity
E	CIDB Registration
F	BBBEE Certificate
G	Bidder's questionnaire (MBD1)
H	Pricing schedule – firm prices (mbd 3.1)
I	Declaration of interest (mbd 4)
J	Declaration for procurement above r10 million (all applicable taxes included) (MBD 5)
K	Preference points claim form in terms of the preferential procurement regulations 2022(MBD 6.1)
L	Contract Form - Purchase Of Goods/Works(Mbd 7.2
M	Declaration of bidder's past supply chain management practices (MBD 8)
N	Certificate of independent bid determination (MBD 9)
O	Affadavit of good standing that will be incorporated into the contract
P	Schedule of all work provided for an organ of the state over the last five years
Q	Banking details
R	Key personnel
S	Curriculum vitae of key personnel
T	Schedule of plant and equipment
U	Schedule of proposed sub-contractors
V	Provisional programme
W	Schedule of labour content
X	Training schedule
AA	Amendments, Certifified Qualifications and Alternatives
AB	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)
AC	Tax Clearance Certificate
AD	Declaration of Payment of Municipal Services
AE	Contractor's Health and Safety Declaration
AF	National Treasury's Central Supplier database
AG	Proforma forms to be completed by successful tenderer
AH	Contract participation goals

A: 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

We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / 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 person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: .....……...……..... Signature: .....

Capacity: .....……..... Date and Time: .....…….....

Dannhauser Local Municipality Stamp

B: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: .....…….. DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

C: CERTIFICATE OF AUTHORITY OF AN ENTITY

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.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

9. CERTIFICATE FOR COMPANY

I ....., chairperson of the Board of Directors of ....., hereby confirm by resolution of the Board (copy attached) taken on ..... 20....., that Mr/Ms ....., 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.

Signature of Chairman: .....

Signature of Signatory: .....

As Witnesses:

1..... .....
Signature Name in Block Letters

2..... …….....
Signature Name in Block Letters

Date: .....

(II) CERTIFICATE FOR CLOSE CORPORATION

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

.....hereby authorise Mr/Ms .....

acting in the capacity of ....., to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

Signature of Signatory: .....

As Witnesses:

1..... .....

Signature Name in Block Letters

2..... …….....

Signature Name in Block Letters

Date: .....

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

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

.....hereby authorise

Mr/Ms…..... …… acting in the capacity of

..... , to sign all documents in connection

with the tender for Contract No ..... and any contract resulting from it on our behalf.

Signature of Signatory: .....

As Witnesses:

1..... .....

Signature Name in Block Letters

2..... …….....

Signature Name in Block Letters

Date: .....

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms....., authorized signatory of the company,

……..…….…….....acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No .....and any contract resulting from it on our behalf.

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

Signature of Signatory: .....

As Witnesses:

1..... .....

Signature Name in Block Letters

2..... …….....

Signature Name in Block Letters

Date: .....

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner: .....

As Witnesses:

1..... .....

Signature Name in Block Letters

2..... …….....

Signature Name in Block Letters

Date: .....

D: REGISTRATION CERTIFICATES OF AN ENTITY

ENTITY REGISTRATION:

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]

E: CIDB REGISTRATION

Tenderer's must also indicate their CIDB registration details in the space provided.
(*If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days*)

Registered Name	**Registration Number**

F: BBBEE CERTIFICATION:

The Tenderer must also attach hereto a certified copy of their B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs.

G: BIDDER'S QUESTIONNAIRE

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DANNHAUSER LOCAL MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	12:00pm
DESCRIPTION	CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2				
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)

DANNHAUSER Local Municipality,
01 West Street (Main Road (R33),
DANNHAUSER,
3080

SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE	R		
SIGNATURE OF BIDDER	……			DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED							

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	TECHNICAL
CONTACT PERSON	Mr Joe Hlongwane	CONTACT PERSON	Zanele Mnguni
TELEPHONE NUMBER	034 621 2666	TELEPHONE NUMBER	034 621 2666
FACSIMILE NUMBER	034 621 2342	FACSIMILE NUMBER	034 621 3114
E-MAIL ADDRESS	joeh@dannhauser.gov.za	E-MAIL ADDRESS	zanele@dannhauser.gov.za

PART B:
TERMS AND CONDITIONS FOR BIDDING

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

1. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF
BIDDER:……..

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……..

DATE:…….....

H: PRICING SCHEDULE – FIRM PRICES (MBD 3.1)

Name of Bidder……	Bid Number……...
Closing Time ……. …..	Closing Date ……..

OFFER TO BE VALID FOR…90……DAYS FROM THE CLOSING DATE OF BID.

NB: Bidders to fill the amounts of the TENDER they are bidding for.

SECTION C.1	GENERAL REQUIREMENTS AND PROVISIONS	R…….
SECTION C1.2	CONTRACTORS'S ESTABLISHMENT ON SITE AND GENERALOBLIGATIONS	R……..
SECTION C1.4	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	R……
SECTION C1.5	ACCOMMODATION OF TRAFFIC	R……..
SECTION C1.6	CLEARING AND GRUBBING	R……..
SECTION C1.7	LOADING AND HAULING	R……
SECTION C3.2	PREFABRICATED CULVERTS	R……
SECTION C3.3	CONCRETE KERBING, CHANNELLING, CHUTES, DOWNPIPES AND CONCRETE LINING FOR DRAINS.	R……
SECTION C4.1	BORROW MATERIALS	R……..
SECTION C4.2	MECHANICAL SAW CUTTING	R……
SECTION C4.3	BREAKING UP EXISTING PAVEMENT	R……..
SECTION C5.2	MASS EARTHWORKS	R…….
SECTION C5.3	PAVEMENT LAYERS OF GRAVEL MATERIAL	R……...
SECTION C5.4	STABILISATION	R……..
SECTION C5.5	PATCHING AND REPARING EDGE BREAKS	R……..
SECTION C6.2	SEGMENTAL BLOCK PAVING LAYERS	R……

SECTION C8.1	PRIME COAT	R……
SECTION C9.1	ASPHALT BASE AND SURFACING	R……
SECTION C11.1	PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION	R……..
SECTION C11.6	ROAD SIGNS	R……
SECTION C11.7	ROAD MARKINGS AND ROAD STUDS	R……..
SECTION C11.8	LANDSCAPING AND PLANTING PLANTS	R……
SECTION C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	R……
SECTION C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	R……
SUBTOTAL - A		**R……**
ADD CONTINGENCIES 10%		**R……**
SUBTOTAL - B		**R……**
ADD VAT@ 15%		**R……**
CONSTRUCTION TOTAL		**R……**

- Required by: Dannhauser Local Municipality
- At: 1 West Street, Dannhauser,3080
- Country of Origin ……..
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ……..
- Period required for delivery ……..

*Delivery: Firm/Not firm

- Delivery basis ……

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

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

I: DECLARATION OF INTEREST (MBD 4)

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.

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

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

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

3.2 Identity Number: …….

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

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

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

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

3.8.1 If yes, furnish particulars. ….……

……..

¹MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

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.

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:

……
……

10. **Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	State Employee Number

…….. ……..
Signature **Date**

…… ……
Capacity **Name of Bidder**

J: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

This form shall only be completed if the Tender Sum exceeds R10 million (all applicable taxes included).

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

YES / NO (Delete whichever is not applicable)

11. 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.

……

……

12. 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 (Delete whichever is not applicable)

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

2.2 If yes, provide particulars.

……

……

……

……

13. 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 (Delete whichever is not applicable)

3.1 If yes, furnish particulars

……

……

14. 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 (Delete whichever is not applicable)

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 THE DECLARATION PROVE TO BE FALSE.

……. ……
SIGNATURE **DATE**

…….. ……...
POSITION **NAME OF TENDERER**

K: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022(MBD 6.1)

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

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

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this

tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the municipality)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Verification document (s)
Preference Goals 1: Specific Goals Ownership	**Max points = 10**		
More than 51% owned by black people = 5	10 Points		• Certified ID Copies • CIPC registration certificate • Detailed CSD report.
Less than 51% owned by black people	5 Points		• Certified ID Copies • CIPC registration certificate • Detailed CSD report.
Preference Goals 2: Specific Goals Ownership	**Max points = 10**		
Enterprises located within Dannhauser Area	10		CSD / proof of municipal accounts / affidavit / proof of residence signed by ward Councillor
Enterprises located within Amajuba District	08		
Enterprises located within KwaZulu Natal	05		
Enterprises located outside KZN	03		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

L: CONTRACT FORM - PURCHASE OF GOODS/WORKS(MBD 7.2)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……..…….. in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, viz
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM .....

WITNESSES

1 ……

2. ……

DATE: ……

DATE …….

CONTRACT FORM - RENDERING OF SERVICES (MBS 7.2)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……..……
Accept your bid under reference number ……dated……for the rendering of services V indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating service delivery instructions is forthcoming.

2. 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 authorized to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

DATE …….

M. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?** (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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

N. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1 This Standard Bidding Document (MBD) must form part of all bids[1] 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description) in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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

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.

MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

....
Signature Date

....
Position Name of Bidder

O: AFFADAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT

The Tenderer hereby certifies that neither it or any of the principals of the enterprise is listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

DECLARATION (*to be signed in the presence of a Commissioner of Oaths*)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: …….

Duly authorized to sign on behalf: ……

Address: …….

……

……

Telephone:……

Signed and sworn to before me at……..on

this the ……day of ……..by the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths ……..

NOTE : This affidavit comprises one (1) page all of which must be initialed by both the Deponent and the Commissioner of Oaths

P: SCHEDULE OF ALL WORK PROVIDED FOR AN ORGAN OF THE STATE OVER THE LAST FIVE YEARS

Tenderers are to provide references for recent projects (last five years) of a similar nature with which the company has been involved.

The information provided here will be used to evaluate the Tenderer's eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table below.

Name and Telephone Number of Client	Project	Name and Telephone Number of Consulting Engineer / Implementing Agent	Details of service provided

The tenderers will need to submit the following for each project:

- Appointment letter
- Completion certificate
- Reference letter

SIGNATURE: .....…….. DATE: .....
(of person authorised to sign on behalf of the Tenderer)

Q: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided. a letter from the bank with bank stamp confirming that the tenderer has an active bank account with the bank or a letter generated online from the Bank .

NAME OF TENDERER							
NAME OF ACCOUNT HOLDER AT BANK							
TYPE OF ACOUNT (Please tick)	CURRENT/CHEQUE		SAVINGS		TRANSMISSION		
BANK							
BRANCH NAME							
ACCOUNT NUMBER							
BRANCH CODE							
BANK TELEPHONE NO							
BANK ADDRESS							
NAME OF BANK MANAGER							
TELEPHONE NUMBER							
FAX NUMBER							
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK							
CREDIT FACILITIES AVAILABLE (State Amount)							

SIGNATURE: .....…….. DATE: .....
(of person authorised to sign on behalf of the Tenderer)

R: KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI
Contracts Manager						
Site Agent						
Artisans and other Skilled Workers						
Unskilled Workers						

Designation	Names	Project Type	Value of Works	Year Completed
LIC NQF 5 Supervisors				

SIGNATURE: .....…….. DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

S: CURRICULUM VITAE OF KEY PERSONNEL

The success of this project will largely depend on the ability of the **Contracts Manager** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

Failure to provide proof of a suitable candidate to manage the work on a permanent basis on site during the currency of the contract will result in dis-qualification in terms of Clause F.2.1.

Contracts Manager Name:	**Years with firm:**
Qualifications:	
NQF 7 Registration Number:	
Employment Record:	
Experience Record Pertinent to Required Service: **(Indicate no. of years experience managing civil engineering construction projects in roads related activities)**	

Site Agent Name:	**Years with firm:**
Qualifications:	
NQF 6 Registration Number:	
Employment Record:	
Experience Record Pertinent to Required Service: **(Indicate no. of years experience managing civil engineering construction projects in roads related activities)**	

SIGNATURE: .....…... DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

T: SCHEDULE OF PLANT AND EQUIPMENT

It is important that the Tenderer be able to demonstrate that he/she has adequate plant and equipment to efficiently execute the proposed scope of works.

The Tenderer's response to this section will be used in assessing the eligibility of the tender offer.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

SIGNATURE: ..... DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

U: SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	CIDB Grading	Previous Experience working with this Sub-Contractor
1.				
2.				
3.				
4.				
5.				

SIGNATURE: .....……..…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

V: PROVISIONAL PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

Project - Specific Method Statement addressing G2 layer slushing, 30mm asphalt temperature control, and stormwater interface. Gantt Chart showing critical path, specific focus on layer-works drying times, and stormwater installation sequence.

NB: Bidders to fill the amounts of the TENDER they are bidding for.

PROGRAMME														
ACTIVITY	**WEEKS / MONTHS**													

SIGNATURE: .....……..…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

W: SCHEDULE OF LABOUR CONTENT

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is 15%

Type of Labour	Man-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
		Total	
		Percentage	

Notes to Tenderer:

Labour is defined as hourly paid personal

The penalty for non-compliance during the contract or fraudulent disclosure is discussed in contract data (item 5.13.2) .

The minimum Labour Content for this Project shall be 15 % calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

Number of Persons employed							
Occupational Category	Total Person	Adult		Youth		Disable	
		Women	Men	Female	Male	Female	Male
Work Opportunities	46	4	4	5	5	1	1

X: TRAINING SCHEDULE

Name of Training Institution :

Name of Programme :

Trainers Name	Qualification	Subject

Note to tenderer:

Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.

AA: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(***This is not an invitation for amendments, deviations or alternatives*** *but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer*).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes*: (1) Amendments to the General and Special Conditions of Contract are not acceptable;*

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note: The tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced

SIGNATURE: .....……..…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

AB: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

AC: TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2017 promulgated with the Preferential Policy Framework Act No 5 of 2000:

   "Tax clearance certificate

   No contract may be awarded to a person who has failed to submit an original valid Tax Clearance matters or Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Matters or Certificate must be submitted in the original valid with the tender that is before the closing time and date of the tender.**

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Original valid Tax Clearance Certificate obtained from the new TCS system. All Bidders are required to provide the following to DANNHAUSER Local Municipality in order to enable it to verify their tax compliance status:

Trading Name: _____

Tax reference number: _____

Request reference number: _____ and

PIN: _____.

No tender may be awarded to any tenderer whose tax matters have not been declared to be in order by SARS.

[Tax Clearance information must be provided and attached to this page as requested above as obtained from TCS Systems of SARS]

[Failure to provide proof of requested Tax Compliance Status Information will invalidate Service Provider tender offer]

AD: DECLARATION OF PAYMENT OF MUNICIPAL SERVICES

DECLARATION TO CERTIFY THAT:

THE TENDERER HAS NO UNDISPUTED COMMITMENTS FOR MUNICIPAL SERVICES TOWARDS A MUNICIPALITY OF WHICH PAYMENT IS OVERDUE FOR MORE THAN 30 DAYS

[Proof of Payment to be attached to this page]

DECLARATION
The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that there are no undisputed commitments for municipal services towards a municipality of which payment is overdue for more than 30 days to my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: …….

Duly authorized to sign on behalf of : ……..

Address: ……

…….

…….

Telephone: ……

Date: ……

AE: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *Purchaser* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993) herein after referred to as the “Act”

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

(a)	From my own competent resources	***Yes / No**
(b)	From my own resources still to be appointed or trained until competency is achieved	***Yes / No**
(c)	From outside sources by appointment of competent specialist subcontractors	***Yes / No**

(* = *delete whatever is not applicable*)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser*'s personnel, ZDM officials and inspectors of the Department of Labour.

5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.

6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

SIGNATURE: ..... DATE: .....…….....
(of person authorised to sign on behalf of the Tenderer)

AF: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Dannhauser Local Municipality is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at https://secure.csd.gov.za/. Tenderers are required to provide the CSD summary form and the information below to Dannhauser Local Municipality in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

AG: PROFORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

- PERFORMANCE GUARANTEE
- DISCLOSURE STATEMENT
- ADJUDICATION BOARD MEMBER AGREEMENT
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2014
- INSURANCE APPLICATION IF TO BE COVERED BY Dannhauser Local Municipality INSURANCE POLICY AS PROVIDED FOR IN THE CONDITIONS OF CONTRACT

PRO FORMA PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ……...

Physical address ……..

"Employer" means: ……

"Contractor" means: ……..

"Engineer" means: ……..

"Works" means: ……..

"Site" means: ……..

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contracts as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R ……

Amount in words: ……..

"Guaranteed Sum" means: The maximum aggregate of R ……

Amount in words: ……..

"Expiry Date" means: ***Upon the formal issue of the Certificate of Final Completion***

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the

Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at …….

Date ……..

Guarantor's signatory (1) ……..

Capacity ……

Guarantor's signatory (2) ……..

Capacity ……...

Witness signatory (1) …….

Witness signatory (2) …….

PRO FORMA DISCLOSURE STATEMENT

(Please note that words in italics within brackets are items which should be stated)

Date:

Contract: **CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2**

Contractor: _____

Employer: **DANNHAUSER Local Municipality**

Engineer: DLV Project Managers & Engineers (Pty) Ltd

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the abovementioned Contract.
In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Engineer.
- I do not have any financial connections with the Contractor, Employer or Engineer.
- I do not have or have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: …….

Signature: ……..

PRO FORMA ADJUDICATION BOARD MEMBER AGREEMENT

(Please note that words in italics within brackets are items which should be stated)

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number).*

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number).*

Employer: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number).*

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Members as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
   a. A monthly retainer of *(amount)* for *(number)* of months, and /or
   b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
   c. A hourly fee of *(amount)*, and/or
   d. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the *(Contractor/Employer*)* shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amounts so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature: ……
Contractor's name: ……
Place: ……
Date: ……

Employer's signature: ……
Employer's name: ……
Place: ……
Date: ……

Adjudication Board Member's signature: ……
Adjudication Board Member's name: ……
Place: ……
Date: ……

**Delete the inapplicable party*

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor:……..
   .....
   (b) Name of Contractor's contact person: .....
   Telephone number: .....
2. Contractor's workman's compensation registration number: .....
3. (a) Name and postal address of client: .....
   .....
   .....
   (b) Name of client's contact person or agent: .....
   Telephone number .....
4. (a) Name and postal address of designer(s) for the project: .....
   .....
   (b) Name of designer's contact person: .....
   Telephone number .....
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): ..... Telephone number: .....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
   ……. .....
7. Exact physical address of the construction site or site office: .....
   .....
8. Nature of the construction work: .....
   …….....
9. Expected commencement date: .....
10. Expected completion date: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of subcontractors on the construction site accountable to Contractor: .....
13. Name(s) of subcontractors already chosen: .....
    .....
    .....
    ……..
    ……..

SIGNED BY:

CONTRACTOR: .....……..... DATE: .....

CLIENT: .....……

AH: CONTRACT PARTICIPATION GOALS

CONTRACT PARTICIPATION GOALS – CONSTRUCTION

Objective
The objective of DANNHAUSER Local Municipality's B-BBEE policy is to bring about meaningful transformation in the built environment construction industry through the following:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Large Black Enterprises

Contract Participation Goals
Contract Participation Goal (CPG) – the value of goods, services and works paid to one or more targeted enterprise(s) exclusive of the following:

- Cost of major strategic materials such as pipes, valves, pump sets, electrical switch gear, instrumentation, generator and gantry crane;
- All allowances, and any Value Added Tax or sales tax which the law requires the employer to pay to the contractor;

The CPG is expressed as a percentage of the contract amount. The special materials are to be defined and agreed upon prior to going out to tender.

Dannhauser Local Municipality requires at least 15% Contract Participation Goals (CPG) of the value of goods, services and works paid to one or more targeted enterprises to comply with the 2022 Regulations pertaining to the Preferential Procurement Policy Framework Act.

Applicability
The CPG target is applicable to all civil, building and related construction supply projects and sort of contracts for Contractors with a CIDB grading of 3CE/GB, 4 CE/GB or higher in the Civil Engineering and General Building classes of works and may be achieved through any of the following mechanisms/approaches:

- Joint Venture
- Partnership
- Sub-contracting

The requirements of a contract participation goal apply only to:

a) Construction works contracts in the General Building (GB) and to Civil Engineering (CE)classes of construction works;
b) construction works contracts of an estimated minimum project duration of 3 months;

It is envisaged that such mechanisms/approaches will involve two or more entities, one being an established or developed enterprise (or JV) and the other(s) being one or more targeted enterprise(s).

These are defined in the table below.

Intention is for skills to be transferred from the developed enterprise to the targeted enterprise hence joint ventures formed by two or more targeted enterprises are not desirable. Engaging sub-contractors will be a preferred method.

Pre-qualification criteria for preferential procurement

Only targeted enterprise that meet one or more of the following criteria will be considered:

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

A Tenderer that fails to meet the above pre-qualifying criteria will be disqualified.

Preference to be given in all cases to targeted enterprises located within the boundaries of Dannhauser Local Municipality.

Application

- The CPG ratio calculation is to be based on the Tender Value (excluding VAT, contingencies and CPA) less the cost of special materials *[indicated as such in the tender document]* to be procured by the Contractor but including the Contractor's mark-up value of these materials.
- The distribution of the work according to the CPG ratio must be across the various levels of management, supervision, artisans and labour within the contract to ensure that a transfer of skills occurs at all these levels. Example of CPG targets for Contractors:

Job Function / Work Package	Type of Enterprise	Maximum % Contract Value / Hours	Type of Enterprise	Minimum % Contract Value / Hours
Contracts Manager / Site Agent	Developed	70%	Targeted	30%
Foreman	Developed	70%	Targeted	30%
Skilled Labour	Developed	70%	Targeted	30%
Unskilled labour	Developed	70%	Targeted	30%
Labour	Maximise use and training of LOCAL LABOUR			
Overall	**Developed**	**70%**	**Targeted**	**30%**

- Specific construction activities, such as haulage, excavation and the like, may be allocated in total to targeted enterprises where this will enable these enterprises to become better established in these specialized activities.
- Rates paid to targeted enterprises must be no less than those paid to a developed enterprise to undertake the same task or function.

Reporting

For each monthly invoice submitted by the main Contractor, on a contract where the CPG target is applicable, the split between the Developed Enterprise(s) and the Targeted Enterprise(s) claim must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

Eligibility Criteria

- For tenders where the CPG target is applicable, those that **do not** offer a minimum CPG of 30% **according to the requirements mentioned above** will be deemed **ineligible** but CPG should not be exceeding 40%.
- CIDB registration requirement for both main and targeted partner where applicable.
- Eligibility criteria for the Developed and Targeted enterprises shall be separated.
- The onus is on the developed enterprise to ensure that their targeted partner meets the criteria for targeted enterprises

Eligibility criteria for Targeted Enterprise

1. Developed enterprise must not have equity holding exceeding 20%, either directly or through a flow-through principle
2. CIDB registration >1 (GB, CE, ME and EB)
3. SARS registration and tax clearance
4. CIPC registration
5. Must be at least 51% Black-owned as an EME (exempted micro enterprise) or QSE (qualifying small business enterprise)

Monitoring of Contractual Obligations

- Agreement between developed and target partner to be submitted within 14 days from date of award clearly providing detailed work packages to be performed by the targeted enterprise
- Payment Certificates from the targeted partner indicating work packages performed CIDB document
- Site visits
- Interviews with targeted partner's staff to cover:
- Confirmation that targeted partner has been paid for services rendered
- Confirmation of skills transfer
- Performance management

Penalties for not achieving the minimum CPG or finishing late

In the case where the minimum CPG value of 15% is not achieved, the Contractor will be penalized as follows:

- The CPG amount not achieved in Rands will be multiplied by a factor of 0.7. The factored amount in Rands will be deducted from the Contractor's final certificate.
- The contractor is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.

Annexes:

a) Declaration by Targeted Enterprise

b) Targeted Enterprise Company profile

Targeted Enterprise Declaration

(To be completed separately for each Targeted Enterprise and attached hereto)

Targeted Enterprise Details

Company Name: _____
CIDB Registration No.: _____
Contact Person:_____
Designation of Contact Person:_____
Office No.: _____ Fax No.:_____
Cellphone No.:_____
Email:_____

Ownership by Designated Black People

Name:_____ **Surname:**_____
ID No.:_____ **Citizenship:**_____
Equity Holding:_____ **Gender:** _____
Contact No.:_____ **Email:**_____

Name:_____ **Surname:**_____
ID No.:_____ **Citizenship:**_____
Equity Holding:_____ **Gender:** _____
Contact No.:_____ **Email:**_____

Name:_____ **Surname:**_____
ID No.:_____ **Citizenship:**_____
Equity Holding:_____ **Gender:** _____
Contact No.:_____ **Email:**_____

Employee Details

Number of permanent Employees other than the owner:_____

Name	**Identity No.**
_____	_____
_____	_____
_____	_____
_____	_____

NB: Please attached copies of letters of employment

Developed Enterprise / Main Contractor

Company Name:_____
CIDB Registration No.:_____

Project Description

Tender No.: _____
Project Description:_____
_____

Contract Participation for Targeted Enterprise

Total value of Contract excluding VAT, Allowances, CPA: _____

Total value of contract participation by targeted enterprise:_____

Percentage (%) contract participation by targeted enterprise:_____

Broad description of work to be performed by the targeted enterprise:

_____

_____

_____

Declaration by Targeted Enterprise

I/We, the undersigned warrant that:

- If _____(developed enterprise) is successful in being awarded the above contract, I/we will enter into a formal sub-contract agreement.
- _____ (developed enterprise) does / does not have equity shareholding in targeted enterprise which is less than 20% in targeted enterprise
  (delete whichever is not applicable)
- I / We are duly authorised to sign on behalf of the targeted enterprise.

Name:_____ Designation:_____

Signature:_____ Date: _____

On behalf of the Developed Enterprise:

I, the undersigned warrant that :
I am duly authorised to sign on behalf of the Developed Enterprise.

Name:_____ Designation:_____

Signature: _____ Date: _____

Witness 1: _____ Date: _____
(Name & Signature)

Witness 2: _____ Date: _____
(Name & Signature)

DOCUMENTATION SCHEDULE: Summary of Tender Stage Proposal

Name of Targeted Enterprise / Targeted Partner (Delete that whichever is not applicable)	Category [1]	**COMPLETE AS APPLICABLE TO TENDERERS PROPOSAL AND ATTACH RELEVANT DOCUMENTS HERETO**						Value of Participation (R)
		Targeted Enterprise / Targeted Partner Declaration Affidavit		Letters of Undertaking		Contract with Targeted Enterprise / Targeted Partner		
		Signed and Dated	Status [3]	Signed and Dated	Status [3]	Signed and Dated	Status [3]	

NOTES:

1. Insert one of the following: PC = prime contractor; SC = subcontractor
3. Insert one of the following: SP = Contractor; NS = not submitted; JV = joint venture partner

CONTRACT SCHEDULE FOR TARGETED ENTERPRISES

Name of Targeted Enterprise	Category [1]	Targeted Enterprise B-BBEE Status	Scope of contract [2]	Value of contract (excluding value added tax)

1. Insert one of the following:
   PC = prime contractor
   SC = subcontractor
   SP = Contractor

2. Give broad description of Service / Goods

Summary of 30% CPG Requirements for this tender

WORK PACKAGES IDENTIFIED TO ACHIEVE 10% CPG REQUIREMENTS	**VALUE OF WORK**
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
Total Value of CPG Ex. Vat and Allowances	R
Tendered Value for works as per the Pricing Schedule on the Summary Page of the Activity Schedule	R
Percentage Participation (Total B-BBEE Value / Tendered Value * 100)	%

SIGNATURE: ..... DATE: .....…….....
(of person authorised to sign on behalf of the Tenderer)

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

DANNHAUSER LOCAL MUNICIPALITY

do hereby make the following declaration and certify the statements contained herein 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 Declaration and the fully completed bid document accompanying this declaration;

2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;

3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid. in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to qualifying targeted enterprises. Failure to implement such commitments as outlined in the bid document and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against DANNHAUSER Local Municipality.

4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;

5. 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;

6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with DANNHAUSER Local Municipality in the event that the commitments made herein are not fulfilled and that such non-fulfilment amounts to abuse of DANNHAUSER Local Municipality’s supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with DANNHAUSER Local Municipality, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with DANNHAUSER Local Municipality for a period not exceeding ten (5) years.

7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (DANNHAUSER Local Municipality and the Bidder); and DANNHAUSER Local Municipality have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

_____	_____	_____
Full Names & Surname (Duly Authorised)	Signature	Date

_____	_____
Position	Name of Bidder

Witness 1

_____	_____	_____
Full Names & Surname	Signature	Date

Witness 2

_____	_____	_____
Full Names & Surname	Signature	Date

VOLUME 2 : CONTRACT

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C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of the **TENDER NO:DAN13/07/26, CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2**
The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

……

…… .....……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: *(of person authorized to sign the tender)*: .....

Name: (*of signatory in capitals)*: .....

Capacity: (*of Signatory*): .....

Name of Tenderer: (*organisation*): .....

Address: .....

.....

Telephone number: ..... **Fax number:** .....

Witness:

Name / 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 include 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 the above listed parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

For the Employer:

Signature: .....

Name: *(in capitals)* .....

Capacity: .....

Name of Employer : DANNHAUSER LOCAL MUNICIPALITY

Address: Dannhauser Municipality, 01 West Street, Dannhauser, 3080

Witness:

Name / Signature: ……

Date: .....

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

1. Subject: .....
Details: .....
.....

2. Subject: .....
Details: .....
.....

3. Subject: .....
Details: .....
.....

4. Subject: .....
Details: .....
.....

By the duly authorised representatives signing this agreement, 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:		**For the Employer:**
_____	**Signature**	_____
_____	**Name**	_____
_____	**Capacity**	_____
Name and address of organisation:		**Name and address of organisation:**
_____		_____
_____		_____
_____		_____
_____	**Witness Signature**	_____
_____	**Witness Name**	_____
_____	**Date**	_____

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day)

of _____ (month)

20 _____ (year)

at _____(place)

For the Contractor:

……..
Signature

……..
Name

……
Capacity

Signature and Name of Witness:

……
Signature

……
Name

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail:civilinfo@saice.org.za.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

PART 1 : DATA TO BE PROVIDED BY THE EMPLOYER

REF. CLAUSE NO.	DATA BY EMPLOYER	
1.1.13	**The Defects Liability Period is:**	12 months
1.1.1.15	**The name of the Employer is:**	DANNHAUSER Local Municipality
1.1.1.26	**The Pricing Strategy is:**	Re-measurement
1.2.1.2	**The address of Employer:**	
	Physical:	Postal:
	08 Church Street	Private Bag X 1011
	DANNHAUSER , 3080	DANNHAUSER , 3080
	Telephone No: (034) 261 2666	Fax No: (034) 621 3114
1.1.1.16	**Name of Engineer**:	DLV Engineers (Pty) Ltd
1.2.1.2	**Address of Engineer**:	
	Physical:	Postal:
	144 Mark Street	P O Box 1460

	VRYHEID, 3100	VRYHEID, 3100
	Telephone No :034 980 7242 e-mail: simbongile@dlveng.co.za	Fax No: 034 983 2765
2.3	The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: a) The issuing of a variation order in terms of Clause 36.2. b) Approval of extension of time in terms of Clause 42.2. c) Approval of penalties in terms of Clause 43.1. d) Approval to utilize the contingencies	
5.1.1 & 5.8.1	The non-working days are Saturdays and Sundays Special non-working days are: 1. All Public Holidays in terms of the Public Holidays Act as amended. 2. The year-end break commences on 15 December and ending on the first Working Monday of January of the succeeding year.	

REF. CLAUSE NO.	DATA BY EMPLOYER
5.3.1	**The documentation required before commencement with Works execution are:**
	• Initial programme (Refer to Clause 5.6) • Insurance (Refer to Clause 8.6) • Performance Guarantee (Refer to Clause 6.2)
5.3.2	**The time to submit the documentation required before commencement with Works execution is:** 7 Days
5.8.1	**Non-working days are:** Sundays
	The special non-working days are: Public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year.
5.13.1	**The penalty for failing to complete the Works is:** the lesser of R2500 or 1/20 of 1% of the offered total of prices excluding VAT per calendar day.
5.13.2	**The penalty for non-compliance during the contract or fraudulent disclosure is:** R500 excluding VAT per calendar day until the contractor becomes compliant.
5.16.3	**The latent defect period is:** 5 years
6.5.1.2.3	**The percentage allowances to cover overhead charges:**
	• 10% of the gross remuneration of workmen and foremen actually engaged in the daywork; and • 10% on the net cost of materials actually used
6.8.2	**Contract Price Adjustment** will not be applicable.
6.10.1.5	**The percentage advance on materials not yet built into the Permanent Works is:** 80% provided a cession in favor of the Employer is provided from both the supplier and the Contractor.
6.10.3	**The limit of retention money is:** 10% of each payment certificate up to a maximum of 5% of the offered total of prices excluding VAT.
6.10.4	**Payment period:** The Employer shall pay the amount due to the Contractor within 30 days of receipt by the Employer of the payment certificate signed by the Employers Agent.
8.6.1	**INSURANCE EFFECTED BY THE EMPLOYER** The Employer will not provide any insurance. The Contractor may request that the Contract Works Insurance, SASRIA Special Risks Insurance and Public Liability Insurance be included on the Employer's Insurance Policy. The cost of this insurance will then be

for the Contractor's account and will be deducted from money due to the Contractor.

The Contractor will also be liable for the cost of any deductibles (first amount payable).

INSURANCE EFFECTED BY THE CONTRACTOR

a) The Contractor and Sub-contractor shall where applicable provide as a minimum the following:

i) Contract Works, SASRIA and Public Liability Insurance;
ii) Insurance of Construction Plant and Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement;
iii) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (COID) Act No 130 of 1993;
iii) Employers Common Law Liability Insurance with a limit of indemnity of not less than R 1 000 000.00;
iv) Motor Vehicle Liability Insurance comprising (as a minimum) "balance of Third Party" Risks including Passenger Liability indemnity of not less than R 1 000 000.00 (one million Rand) ; and
v) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by the endorsement to the relevant Policies of Insurance.

The Contractor shall within fourteen (14) days of commencement of the contract produce to the Employer the relevant Policies of Insurance.

Notwithstanding anything elsewhere contained in this Contract without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer may, on behalf of the Contractor, effect and maintain as appropriate in the joint names of the Employer the Contractor and where the relevant Sub-contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy.

CONTRACT WORKS AND SASRIA SPECIAL RISKS INSURANCE – which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.

PUBLIC LIABILITY Insurance – which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of **Error! Reference source not found.**.00 in respect of all claims arising from a ny one occurrence or series of occurrences consequent on or attributable to one source or original cause.

The Employer shall pay the premium in connection with the insurance effected by the Employer and recover all costs associated therewith from money due to the Contractor.

Any further clarification of the scope of cover provided by the policies arranged by the Employer should be obtained from the Employer or their Insurance Brokers, Aon South Africa (Pty) Ltd, Telephone (031) 566 6000, e-mail carolrapson@aon.co.za, attention Carol Rapson.

In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:-

(i) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Brokers or the Insurers by telephone, telefax giving the circumstances nature and an estimate of the loss or damage or liability;
(ii) complete a claims advice form available from the insurance brokers to whom the form must be returned without delay; and

(iii) negotiate the settlement of claims with the Insurers through the Employer's insurance brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any queries on the site of the Works or elsewhere as to the cause and the results of any such occurrence and the Contractor shall co-

	operate in the carrying out of such enquiries. The Contractor will be liable for the amount of the deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Employer. Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations and liabilities or responsibilities in terms of the Contract.
8.6.1.1.3	R Nil
10.5.3	**The number of Adjudication Board Members to be appointed is:** Nil

PART 2 : DATA TO BE PROVIDED BY CONTRACTOR

<table>
<tr><th>REF. CLAUSE No</th><th>DATA BY CONTRACTOR</th></tr>
<tr><td></td><td></td></tr>
<tr><td>1.1.1.9</td><td>Name of Contractor:</td></tr>
<tr><td></td><td></td></tr>
<tr><td>1.2.1.2</td><td>Address of Contractor:</td></tr>
<tr><td></td><td>Physical: ..... Postal: .....</td></tr>
<tr><td></td><td>..... .....</td></tr>
<tr><td></td><td>..... .....</td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td>e-mail: ….....
Telephone No: …..... Fax No:….....</td></tr>
<tr><td></td><td></td></tr>
<tr><td>1.1.1.14</td><td>Time for achieving Practical Completion of the whole of the Works is:
_____(Max 43 weeks)</td></tr>
<tr><td>6.2.1</td><td>The security to be provided by the Contractor shall be one of the following:
VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages</td></tr>
<tr><td></td><td>
<table>
<tr><th>Type of Security</th><th>Contractor’s choice
Indicate “Yes” or No”</th></tr>
<tr><td>Cash deposit of 10% of the Contract Sum</td><td></td></tr>
<tr><td>Performance guarantee of 10% of the Contract Sum</td><td></td></tr>
</table>
Note that additional retention in lieu of surety will not be allowed.
</td></tr>
</table>

C1.2.2 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between .....

(hereinafter called the Employer) of the one part, herein represented by: .....

....

in his capacity as: .....
;

AND: ....

(hereinafter called the Contractor) of the other part, herein represented by.....

....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

WHEREAS the Contractor is the Mandatory of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

CONTRACT NO: TENDER NO: 13/07/2026
CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2

for the construction, completion and maintenance of the works;

AND WHEREAS the Employer and the Contractor have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the Act);

NOW THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.

2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.

5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ……..……...……...……. for and on behalf of the **CONTRACTOR** on this the …… day of ……...…….…… 20……

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

Thus signed at ……. for and on behalf of the **EMPLOYER** on this the …….. day of ……..…… 20……

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

C.2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of Part C of each of the COTO 2020 Standard Specifications for Road and Bridge Works for South African Road Authorities referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of COTO 2020 Chapter 1, General.

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m²	=	square metre
m²-pass	=	square metre-pass
m³	=	cubic metre
m³-km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work da

1. *Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.*

4. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

5. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

6. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

7. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

9. Short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the COTO 2020 Standard Specifications for Road and Bridge Works for South African Road Authorities

11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI filled in against every item so designated the works, or parts of the work so designated are to be constructed using labour-intensive methods only.

DANNHAUSER LOCAL MUNICIPALITY

Contract No:13/07/2026
CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2

Declaration

(In respect of completeness of Tender)

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document **CONTRACT NO.: 13/07/2026 - CONSTRUCTION OF INTERNAL INDUSTRIAL ROADS IN WARD 2** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME	**SIGNATURE**	**DATE**

CONTRACT NO: DAN13/07/26

PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C1.2 GENERAL REQUIREMENTS AND PROVISION

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C1.2	**GENERAL REQUIREMENTS AND PROVISION**				
	A1.2.3.3	**Environmental Management**				
C1.2.1		Monitoring of compliance with and reporting on the EMP	month	12		
C1.2.2		Dedicated environmental officer	month	12		
	A1.2.7.1	**Programming and Reporting**				
C1.2.3		Submission of a Scheme 1 Programme	lump sum	lump	sum	
C1.2.4		Reviewing and updating a Scheme 1 Programme	month	12		
C1.2.5		Preparation and submission of all information and reports specified in the Contract Documentation	month	12		
	A1.2	**Safety**				
C1.2.6		Health and safety plan	lump sum	lump	sum	
C1.2.7		Implementation of health and safety plan	month	12		
		Preparation of risk assessments, safe work procedure, the project health and safety file, the health and safety plan and other health and safety matter the contractor deems necessary, all projective clothing (boots, vests, gloves, hardhats etc.) including handling of records to the Employer in terms of the Occupational Health and Safety Act and Construction Regulations				
		Dayworks PLEASE NOTE: The combined total tendered for sub-item(a) and (c) shall not exceed 15% of the Bid Price Less allowances for Dayworks, allowance for Rate Only Items, Contract Price Adjustment , Contigencies and Value Added Tax.				
	B.C1.2.8.1	Personnel				
C1.2.8		Unskilled labourer	hour (h)	1		Rate only
C1.2.9		Semi-skilled labourer	hour (h)	1		Rate only
C1.2.10		Skilled labourer	hour (h)	1		Rate only
C1.2.11		Gang leader	hour (h)	1		Rate only
C1.2.12		Foreman	hour (h)	1		Rate only
C1.2.13		Skilled artisan	hour (h)	1		Rate only
		Construction equipment				
C1.2.14		Tractor loader backhoe	hour (h)	1		Rate only
		Compressor	hour (h)	1		Rate only
C1.2.15		Vehicles				
C1.2.16		Light delivery vehicle (1800cc minimum)	kilometre (km)	1		Rate only
C1.2.17		Flatbed truck	kilometre (km)	1		Rate only
C1.2.18		Dump truck ($6m^3$)	kilometre (km)	1		Rate only
		Materials				
C1.2.20		Procurement of materials	provisional sum	Prov	Sum	R 10 000,00
C1.2.21		Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	percentage (%)	R 10 000,00		
		Dispute Adjudication Board (DAB)				
C1.2.22	B.C1.2.11	Employer's contribution to DAB (50%)	prime cost (PC) sum	Prime	Cost	R 15 000,00
					TOTAL CARRIED FORWARD	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA
SECTION: C1.2 GENERAL REQUIREMENTS AND PROVISION

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
					BROUGHT FORWARD	
C1.2.23	B.C1.2.1(	Provision of Insurance The Provision includes full compensation for: Insurance of the works (Special risk insurance, Liability Insurance	Lump sum	1		
C1.2.24	B.C1.2.1	Construction of new survey beacons and protection of existing survey beacons				
C1.2.25		Provisional sum for new survey beacons and protection of existing survey beacons	Prov Sum	1	R30 000,00	R30 000,00
		Handling costs and profit in respect of subitem above	%	R30 000,00		
	B.C1.2.1(	Provision of a Community Liaison Officer				
C1.2.26		Wages, salary, allowances, etc	Prov Sum	1	R96 000,00	R96 000,00
C1.2.27		Handling costs and profit in respect of subitem above	%	R96 000,00		
	B.C1.2.1(	Provision of a Student Engineer				
C1.2.28		Wages, salary, allowances, etc	Prov Sum	1	R120 000,00	R120 000,00
C1.2.29		Handling costs and profit in respect of subitem above	%	R120 000,00		
	B.C1.2.1(	Existing Services				
C1.2.30		Protection, relocation, realignment, removal or replacement of services	Prov Sum	1	R100 000,00	R100 000,00
C1.2.31		Handling costs and profit in respect of subitem above	%	R100 000,00		
C1.2.32	B.C1.2.1(	Management of CPG Contractors				
C1.2.33		Allow a provisional sum for Management of CPG Contractors	Prov Sum	1	R800 000,00	R800 000,00
		Handling costs and profit in respect of subitem above	%	R800 000,00		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA
SECTION: C1.3 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C1.3	**CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**				
		Contractor's general obligations				
C1.3.1		Fixed obligations	LS	1		
C1.3.2		Time-related obligations	Month	12		
C1.3.3		Supply, transport to site and erection of the signboard	No	1		
		Expanded Public Works Programme (EPWP) Provision for EPWP Personal Protective Equipment (PPE): Supply of high-visibility clothing, EPWP-branded vests, safety boots, and hard hats for all project workers.				
C1.3.4		Extra over sub-item for branding of EPWP PPE	Sum	1		
		PROVISION FOR TRAINING				
C1.3.5		General Skills Training	Person days	300		
C1.3.6		Allowance for CETIS skills training of local labour Training Venue, Transport and accomodation of workers for training where it is not possible to undertake the training in close proximity to the site.	Prov. Sum	1	R 60 000,00	R 60 000,00
C1.3.7		Handling cost and profit in respect of item above.	%	R 60 000,00		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: **DAN13/07/26**
PROJECT: **CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA**

SECTION: **C1.4 HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL**

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C1.4	**HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL**				
		Office and laboratory accommodation				
C1.4.1		Office (interior floor space only)	m²	12		
C1.4.2		Ablutions units	m²	2		
		Office and laboratory furniture				
C1.4.2		Chairs	No	10		
C1.4.3		Desks, complete with drawers and locks	No	1		
C1.4.4		Conference tables	No	1		
		Provision for Engineer Administration:				
C1.4.5		(a) Provision for studies, pretest, monitoring and material clasification before construction works	Prov Sum	1	R 100 000,00	**R 100 000,00**
C1.4.6		(b) Handling costs and profit in respect of C1.4.5 (a)	%	R 100 000,00		
C1.4.7		(c) Engineers accomodation, vehicle and necessities	Prov Sum	1	R 300 000,00	**R 300 000,00**
C1.4.8		(d) Handling costs and profit in respect of C1.4.7 ©	%	R 300 000,00		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26

PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C1.5 ACCOMMODATION OF TRAFFIC

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C1.5	**ACCOMMODATION OF TRAFFIC**				
C1.5.1		Accomodating traffic and maintaining temporary deviations	km	2		
		Temporary traffic control facilities:				
C1.5.2		Flagmen	Man-day	720		
C1.5.3		Portable STOP and GO-RY Signs.	No	2		
C1.5.4		Road sign R and TR-series (1200mm) Road Signs, TW-Series (1200mm) (1) Triangular	No	1		
C1.5.5		1500mm long sides	No	1		
C1.5.6		1500mm long sides [TW 305 + TIN 11.3]	No	1		
C1.5.7		1500mm long sides [TW 336 + TIN 11.3]	No	1		
C1.5.8		(2) Rectangular 1200mm x 1600mm long sides [TW 336 + TIN 11.3]	No	1		
		Delineators TW 401/TW402(DTG 50J)				
C1.5.9		Single [200mm wide x 1000mm high]	No	2		
C1.5.10		Provision of high visibility safety jackets and safety hats.	No	6		
C1.5.11		Base, including ballast	No	0		
C1.5.12		Relocation of traffic control facilities	Sum	1		
		Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations				
C1.5.13		Temporary deviations	m^3	50		
C1.5.14		Watering of temporary deviations	kl	500		
		Allow provision for :				
C1.5.15		Repair of damaged temporary road signs and delineators.	Prov Sum	1	R 5 000,00	**R 5 000,00**
C1.5.16		Handling costs and profit in respect of C1.5.15	%	R 5 000,00		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C1.6 CLEARING AND GRUBBING

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C1.6	CLEARING AND GRUBBING				
C1.6.1		Clearing and grubbing	ha	1,7		
C1.6.2		Re-clearing of surfaces(on the written instruction of the Engineer only).	ha	1,7		
C1.6.3		Clearing and grubbing at inlets and outlet of drainage structures:	m²	84		
		Clearing of hydraulic structures				
C1.6.4		Pipes with internal diameter up to 750mm.	m³	50		
C1.6.5		Pipes with internal diameter exceeding 750mm.	m³	1		
C1.6.6		Box culverts exceeding 1.5m vertical dimension	m³	1		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: **DAN13/07/26**
PROJECT: **CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA**

SECTION: **LOADING AND HAULING**

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C1.7	**LOADING AND HAULING**				
		Loading				
C1.7.1		Hauling material for use in the works and off-loading it on site of the works	m^3	2820		
		Hauling				
C1.7.2.		Hauling material for use in the works and off-loading it on site of the works	m^3-km	4230		
		Hauling material to spoil and off-loading it at a designated spoil area:				
C1.7.3		Soil and gravel material	m^3-km	14805		
C1.7.4		Boulders	m^3-km	50		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C3.2 PREFABRICATED CULVERTS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C3.2	**PREFABRICATED CULVERTS**				
		Excavation				
		Excavating soft material situated within the following depth ranges below the surface level:				
C3.2.1		0m up to 1.5m	m³	2270		
C3.2.2		Exceeding 1.5 and up to 3.0m	m³	1512		
C3.2.3		E.O. for Item above for excavation on hard material irrespective of depth.	m³	2268		
		Backfilling				
C3.2.4		Using excavated material	m³	1900		
C3.2.5		Using imported selected material	m³	837		
C3.2.6		Using imported selected granular material	m³	1045		
C3.2.7		E.O. sub items (a) and (b) for backfilling using soil cement backfill cement, with 5% cement.	m³	475		
		Concrete pipe culverts				
		On Class B Bedding				
C3.2.8		450mm dia Ogee Type 75D with rubber collars	m	1		
C3.2.9		600mm dia Ogee Type 75D with rubber collars	m	1205		
C3.2.10		750mm dia Ogee Type 75D with rubber collars	m	370		
C3.2.11		900mm dia Ogee Type 75D with rubber collars	m	278		
		Removing existing concrete:				
C3.2.12		Plain concrete	m³	4		
C3.2.13		Reinforced concrete	m³	4		
C3.2.14		Removing and re-laying of existing pipes				
		On Class B Bedding				
C3.2.15		600mm dia(Class 75D load pipes)	m	10		
C3.2.16		Removing and stacking existing prefabricated culverts(all sizes)	m	10		
		Manholes,catchpits,precast inlets and outlet structures complete:				
C3.2.17		1840mm x 1840mm standard catch pit as per relevant drawing	No	1		
C3.2.18		Stormwater inlet (centre and single splay) complete with heavy duty covers and frames (S2) as per relevant drawing	No	1		
C3.2.19		Stormwater inlet (centre and double splay) complete with heavy duty covers and frames (D3) as per relevant drawing	No	2		
		Pipe outlet headwalls structures to Drawing No V10-19-05-010-DET-T-00				
C3.2.20		450m dia. Pipe	No	2		
C3.2.21		600mm dia. Pipe	No	2		
C3.2.22		include excavation, bedding with soil crete backfilling(3% cement) and connecting of services. Dimensions to determined by engineer on site, but maximum shall be 10m	No	1		
		Removing existing Manholes,catchpits,precast inlets and outlet structures complete:				
C3.2.23		1220mm x 1220mm standard catch pit.	No	1		
C3.2.24		Standard kerb inlet complete with covers.	No	1		
		Pipe outlet headwalls structures.				
C3.2.25		450mm dia. Pipe	No	1		
C3.2.26		600mm dia. Pipe	No	1		
C3.2.27		900mm dia. Pipe	No	1		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C3.3 CONCRETE KERBING, CHANNELLING, CHUTES, DOWNPIPES AND CONCRETE LINING FOR DRAINS.

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C3.3	**CONCRETE KERBING, CHANNELLING, CHUTES, DOWNPIPES AND CONCRETE LINING FOR DRAINS.**				
		(a) Concrete kerbing to SABS 927 with insitu cast channelling as per detail.				
		(1) Fig 8				
C3.3.1		Radius 4.01 m to 20 m	m	2000		
C3.3.2		Straight and raduis less than 20mm to 20 m	m	1		
		Fig 12				
C3.3.3		(i) Radius 4.01 m to 20 m	m	2000		
C3.3.5		(ii) Straight and raduis less than 20mm to 20 m	m	1		
		(3) Fig 6				
C3.3.7		(ii) Straight and raduis less than 20mm to 20 m	m	2000		
C3.3.8		Inlet ,outlet ,transition and similar structures(typical design):	No	1		
		Trimming for concrete-lined open drains				
C3.3.9		In soft material	m³	5		
C3.3.10		In hard material	m³	5		
C3.3.11		Concrete lining for open drains				
		(a) Cast in-situ concrete class 25/19 for the following types of open drains to drawing no: V10-19-05-10-DET-T-00				
C3.3.12		(Concrete side drains	m³	360		
		Formwork to cast in-situ concrete lining for open drains(Class F2 surface finish).				
C3.3.13		To ends of slabs	m²	4		
C3.3.14		To outside and/ or inside of concrete lined drains	m²	15		
		Steel reinforcement:				
C3.3.15		Welded steel fabric Ref 193	kg	4770		
C3.3.16		Cutting bituminous surfacing and pavement layers for concrete kerbing, channeling or concrete lined drains.	m	10		
C3.3.17		Demolition and removal of existing kerbing	m	25		
C3.3.18		Demolition and removal of existing stonework stub walls/retainers.	m	10		
C3.3.19		Construct 330mm concrete filled stub wall retainer for open drains , complete with base dowelling ,brickforce, bedding mortar, bricks, plaster sand backfilling and weep holes To Drawing.	m²	10		
C3.3.20		Construct 320mm x 320mm pre-cast concrete channel complete with heavy duty concrete gating covers to To Drawing No:	m	15		
C3.3.21		Heavy duty concrete property access surfaces , complete with excavation , trimming, edge thickenings, formwork, mesh , concrete, surface finish and curing To Drawing	no	15		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C4.1 BORROW MATERIALS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C4.1	**BORROW MATERIALS**				
C4.1.1		**Excess overburden**	m3	100		
		Finishing off borrow areas in:-				
C4.1.2		Intermediate material	Ha	0,1		
C4.1.3		Soft material	Ha	0,1		
C4.1.4		Royalties for sourcing selected fill material from inkosi borrow pits.	Prov Sum	1	R 50 000,00	R 50 000,00
C4.1.5		Handling Cost on Item above	%	R 50 000,00		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C4.2 MECHANICAL SAW CUTTING

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C4.2	**MECHANICAL SAW CUTTING**				
C4.2.1		Establishment of suitable saw cutting machine on site.	no	1		
		Saw-cutting of insitu materials				
C4.2.2		Bituminous materials including single and double seal surfaces, slurry seals and cape seal, and potholes/failure patches (excluding asphalt surfacing 10mm to 60mm deep).	m	60		
C4.2.3		(Cemented gravel material (up to 350mm deep).	m	60		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C4.3 BREAKING UP EXISTING PAVEMENT

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C4.3	**BREAKING UP EXISTING PAVEMENT**				
		Excavating and removing existing bituminous material(except milled material)				
		Material to be disposed of with the average depth of excavation				
C4.3.1		Exceeding 30mm but not exceeding 60mm.	m^3	10		
C4.3.2		Exceeding 60mm	m^3	10		
		Excavating and spoiling material from an existing pavement and/or the underlying fill				
C4.3.2		Non-cemented material	m^3	10		
C4.3.3		Cemented material	m^3	10		
C4.3.4		Overhaul on material hauled in excess of 1.0 km. (ordinary overhaul)	m^3.km	1000		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: **DAN13/07/26**
PROJECT: **CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA**

SECTION: **C5.2 MASS EARTHWORKS**

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C5.2	**MASS EARTHWORKS**				
		Cut and borrow to fill, including free-haul up to 1 km				
		Gravel material in compacted layer thickness of 200mm and less				
C5.2.1		Compacted to 93% of modified AASHTO Density	m³	2055		
		E.O. for item above for excavating and breaking down material in:				
C5.2.2		Intermediate excavation	m³	1546		
		Cut to spoil, including free-haul up to 10 km Material obtained from				
C5.2.3		Soft excavation	m³	4637		
C5.2.4		Hard excavation	m³	1546		
C5.2.5		Boulder excavation	m³	1546		
		Removal of unsuitable material (including freehaul of 10km)				
		In layer thicknesses of 200 mm and less				
C5.2.6		Stable material	m³	773		
		In layer thickness exceeding 200mm				
C5.2.7		Stable material	m³	1		
C5.2.8		Material bladed to windrow	m³	50		
C5.2.9		Three roller pass compaction	m²	50		
		Insitu treatment of roadbed				
C5.2.10		Insitu treatment by ripping	m³	2235		
		Finishing off cut and fill slopes, medians and interchange areas:				
C5.2.11		Cut slopes	m²	10		
C5.2.12		Fill slopes	m²	10		
C5.2.13		Overhaul on material hauled in excess of 1 km. (ordinary over haul)	m³.km	71104		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C5.3 PAVEMENT LAYERS OF GRAVEL MATERIAL

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C5.3	**PAVEMENT LAYERS OF GRAVEL MATERIAL**				
		Pavement layers constructed from, taken from commercial source:				
		Gravel base layer G2 compacted to:				
C5.3.1		98% of modified AASHTO density	m³	1563		
		Gravel base layer C4 compacted to:				
C5.3.2		98% of modified AASHTO density	m³	1965		
		Gravel base layer G5 or better compacted to:				
C5.3.3		98% of modified AASHTO density	m³	2055		
		Gravel subbase layer G7 compacted to:				
C5.3.4		97% of modified AASHTO density .	m³	2145		
C5.3.5		Overhaul on material hauled in excess of 1.0 km. (ordinary overhaul)	m³.km	61824		
		ALLOW FOR SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS AND PLACING AND COMPACTING THE GRAVEL LAYERS				
C5.3.6		Add normal grid rolling	m³	200		
C5.3.7		Stockpilling of materials	m³	200		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C5.4 STABILISATION

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C5.4	**STABILISATION**				
		Chemical stabilisation extra over unstabilized compacted layers:				
C5.4.1		Lower subbase	m³	99		
C5.4.2		Upper subbase	m³	99		
		Chemical Stabilizing Agent:				
C5.4.3		Ordinary Portland cement 4%	t	126		
C5.4.4		Provision and application of water for curing.	kl	252		
C5.4.5		Curing by covering with a subsequent layer (immediate placing by Engineer's Instruction).	m²	12000		
		Stabilized layer trial section constructed by:				
		Normal/conventional methods				
C5.4.6		Cement stabilization of base(125mm thick).	m³	10		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C5.5 PATCHING AND REPARING EDGE BREAKS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C5.5	**PATCHING AND REPARING EDGE BREAKS**				
		Sawing asphalt or cemented pavement layers for patching				
C5.5.1		Not exceeding 50mm	m³	1		
C5.5.2		Exceeding 50mm	m³	1		
C5.5.3		Exceeding 100mm	m³	1		
		Excavating in existing pavements for patching in:				
C5.5.4		Other layers (non-cemented layers).	m³	1		
		Backfilling of excavation for patching with:				
		Chemically stabilised pavement material(subbase quality) material excavated from the existing road or imported from a borrow pit and stabilised with cement(CEM 1:SABS ENV 197-1 Standard Specification, comppacted to 975				
C5.5.5		Not exceeding 5m²	m³	1		
C5.5.6		(ii) Exceeding 5m², but not exceeding 100m²	m³	1		
C5.5.7		Exceeding 100m²	m³	1		
				TOTAL CARRIED FORWARD TO SUMMARY		

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C6.2 SEGMENTAL BLOCK PAVING LAYERS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C6.2	**SEGMENTAL BLOCK PAVING LAYERS**				
		Concrete block paving				
C6.2.1		60mm interlocking blocks, SANS approved, to sidewalks, with 20mm thick riverbed sand, including levelling and jointing sand	m²	3600		
C6.2.2		Cast in situ concrete edge and intermediate beams	m³	110		
		Provision of approved herbicide and ant poison				
C6.2.3		Provision of materials	Prov Sum	1	R 90 000,00	R 90 000,00
C6.2.4		Contractors charges and profit added to the prime cost sum	%	R 90 000,00		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: **DAN13/07/26**
PROJECT: **CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA**

SECTION: **C8.1 PRIME COAT**

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C8.1	**PRIME COAT**				
		Prime coat:				
C8.1.1		MC-30 cut back bitumen (0.75l/m2)	m2	12000		
C8.1.2		E.O. for item above for applying the prime coat in areas accessible only by hand held equipment	m2	1200		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C9.1 ASPHALT BASE AND SURFACING

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C9.1	**ASPHALT BASE AND SURFACING**	0	0		
		Asphalt surfacing:				
C9.1.1		Continuously graded medium mix (30mm thick).	m2	12000		
C9.1.2		Tack coat of 30% stable-grade emulsion (0.55l/m2)	m2	12000		
C9.1.3		E.O.for item above for applying the prime coat in areas accessible only by hand held equipment	m2	1200		
C9.1.4		100mm cores in asphalt paving	No	12		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: **DAN13/07/26**

PROJECT: **CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA**

SECTION: **C11.1 PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION**

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C11.1	**PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION**				
		Stone Pitching: Plain pitching				
C11.1.1		Method 1	m²	10		
C11.1.2		Grouted stone pitching on a concrete bed, 100 mm thick	m²	10		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26

PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C11.6 ROAD SIGNS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C11.6	**ROAD SIGNS**				
		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:				
		Prepainted galvanized steel plate(chromadek 1,6mm thick or approved equivalent):				
C11.6.1		Area not exceeding 2m²	m²	15		
C11.6.2		Area exceeding 2m² but not 10m²	m²	7		
		Chromadek 1,4mm thick regulatory warning and information signs				
		Octagonal				
C11.6.3		914mm	No	6		
		Rectangular				
C11.6.4		914mm	No	6		
		Round				
C11.6.5		914mm	No	8		
		Danger Plates				
C11.6.6		500mm x 200mm	No	5		
		Road signs supports (overhead road signs structures excluded:				
		Steel tubing				
C11.6.7		S76mm dia, 2mm thick	t	0,5		
C11.6.8		Treated timber poles (100-150mm dia)	m	50		
C11.6.9		Excavation and backfilling for road sign supports.	m³	150		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C11.7 ROAD MARKINGS AND ROAD STUDS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C11.7	**ROAD MARKINGS AND ROAD STUDS**				
		Road Marking paint:				
		Retro-reflective road marking paint: White lines(broken or unbroken)				
C11.7.1		100mm wide	km	3,0		
C11.7.2		150mm wide	km	0,1		
		Yellow lines (broken or unbroken)				
C11.7.3		150mm wide	km	3		
C11.7.4		White lettering and symbols	m²	25		
C11.7.5		Yellow lettering and symbols	m²	1		
C11.7.6		Transverse lines, painted island and arrestor bed marking (any colour).	m²	25		
		Variation in rate of application:				
C11.7.7		White	litres	25		
C11.7.8		Yellow	litres	1		
C11.7.9		Setting-out and pre-marking the lines	km	3		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C11.8 LANDSCAPING AND PLANTING PLANTS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C11.8	**LANDSCAPING AND PLANTING PLANTS**				
C11.8.1		Topsoil obtained from other sources by the contractor (including all haul)	m²	3500		
C11.8.2		Supply, deliver and lay "Royal blue sods" including ground preparations, fertilizer, watering, maintenance, complete (Fully installed)	m²	800		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C11.9 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C11.9	**FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**				
		Finishing the road and road reserve:				
C11.9.1		Single carriageway road	km	2		
					TOTAL CARRIED FORWARD TO SUMMARY	

CONTRACT NO: DAN13/07/26
PROJECT: CONSTRUCTION OF INTERNAL ROADS NETWORK IN THE INDUSTRIAL AREA

SECTION: C20.1 TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	Bill Amount
	C20.1	**TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP**				
		Other special tests requested by the engineer:				
C20.1.1		(a) Cost of testing	Prov Sum	1	R 100 000,00	R 100 000,00
C20.1.2		(b) Charge on Prime cost sum	%	R 100 000,00		
					TOTAL CARRIED FORWARD TO SUMMARY	

C2.2 BILL OF QUANTITIES

SUMMARY OF BILL OF QUANTITIES

SECTION C.1	GENERAL REQUIREMENTS AND PROVISIONS	R…….
SECTION C1.2	CONTRACTORS'S ESTABLISHMENT ON SITE AND GENERALOBLIGATIONS	R……..
SECTION C1.4	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	R……
SECTION C1.5	ACCOMMODATION OF TRAFFIC	R……..
SECTION C1.6	CLEARING AND GRUBBING	R……..
SECTION C1.7	LOADING AND HAULING	R……
SECTION C3.2	PREFABRICATED CULVERTS	R……
SECTION C3.3	CONCRETE KERBING, CHANNELLING, CHUTES, DOWNPIPES AND CONCRETE LINING FOR DRAINS.	R……
SECTION C4.1	BORROW MATERIALS	R……..
SECTION C4.2	MECHANICAL SAW CUTTING	R……
SECTION C4.3	BREAKING UP EXISTING PAVEMENT	R……..
SECTION C5.2	MASS EARTHWORKS	R…….
SECTION C5.3	PAVEMENT LAYERS OF GRAVEL MATERIAL	R……..
SECTION C5.4	STABILISATION	R……..
SECTION C5.5	PATCHING AND REPARING EDGE BREAKS	R……..
SECTION C6.2	SEGMENTAL BLOCK PAVING LAYERS	R……
SECTION C8.1	PRIME COAT	R……
SECTION C9.1	ASPHALT BASE AND SURFACING	R……
SECTION C11.1	PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION	R…….

SECTION C11.6	ROAD SIGNS	R……
SECTION C11.7	ROAD MARKINGS AND ROAD STUDS	R……..
SECTION C11.8	LANDSCAPING AND PLANTING PLANTS	R……
SECTION C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	R……
SECTION C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	R……
SUBTOTAL - A		**R……**
ADD CONTINGENCIES 10%		**R……**
SUBTOTAL - B		**R……**
ADD VAT@ 15%		**R……**
CONSTRUCTION TOTAL		**R……**

C3 SCOPE OF WORK

C3.1 DESCRIPTION AND MANAGEMENT OF THE WORKS

C3.1.1 Miscellaneous

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

In the event of any discrepancy with any part of the Standard Specifications or the Bill of Quantities, the Project Specifications shall take precedence. In the event of a discrepancy between the Standard Specifications and GCC 2015 the Standard Specifications shall take precedence.

The Standard Specifications, which form part of this Contract, have been written to cover all phases of work normally required for general building contracts and they may therefore cover items not applicable to this particular Contract.

C3.1.2 Employer's Objectives

This project forms part of the Municipality's Integrated Development Plan.

It is mandatory that the Contractor shall interact with the community via proactive project Steering committee, the community liaison officer and project participation by its leaders, constituted organisations and forums, as well as through the employment of its people. These activities shall constitute essential facets of the project.

The Employer's objectives in delivering public infrastructure and services for this project include the provision of temporary work opportunities to the local community through the application of labour-intensive methods to the maximum extent feasible, in accordance with the Expanded Public Works Programme Guidelines.

Labour-intensive construction works

Labour-intensive works comprise the activities described in SANS 1921-5, activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work

C3.1.3 General Description of the Works

The project scope encompasses a single-lane, two-way asphalt road with an average width of 10 meters (including shoulders). Key components of the construction include:

- Subgrade, lower selected, upper selected, subbase, and base layers (G10, G9, G7, C4, G2 respectively).
- A 30mm continuously hot mix asphalt surfacing.
- Stormwater infrastructure, which will include the construction of new stormwater channels, inlets, outlets, new stormwater culvert pipes, and new drains to manage runoff and maximize the road's lifespan. While a specific total length for the stormwater system is not provided in this report, it is designed to run along the entire length of the proposed roads.
- Installation of streetlights and road signage

C3.1.4 Extent of Works

The main work items to be undertaken involves the following:

The Contractor shall carry out all work required for the completion of the Construction of Internal Industrial Roads in Ward 2, including:

- Establishment and De-establishment;
- Clearing and grubbing;
- Mass earthworks;
- Single lane, two-way asphalt road
- Average road width of 10m, including shoulders
- Length of road approximately 2.0km
- Construction of drains
- Construction of 150m G10 as subgrade layer
- Construction of 150mm G9 as lower selected layer
- Construction of 150mm G7 as Upper Selected Layer
- Construction of 200mm C4 Subbase Layer
- Construction of 150mm G2 Base Layer
- Construction of 30mm Continuously Hot Mix Asphalt
- Stormwater infrastructure along the roads includes new stormwater
- channels, inlets and outlets
- Signage
- New stormwater infrastructure;
- Cleaning of existing stormwater pipe and manhole;
- Road marking;
- Finishing and tidying of the road and road reserve.

C3.1.5 General Information

C3.1.5.1 **Temporary Works**

No temporary works are foreseen.

C3.1.5.2 Accommodation of Traffic

It is evident from the visual inspection and with liaison with the local community that the main users of the road are passenger vehicles and public transport vehicles.

C3.1.5.3 Services

Due to the nature of the construction it is anticipated that services will be affected. The contractor shall do a reconnaissance of the site for possible services that may be affected.

C3.1.5.4 **Construction Materials**

Materials for construction work are not available on the site and shall be obtained from commercial sources.

C3.1.5.9 **Security**

The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard shall be considered by the employer. The Contractor shall also be responsible for the security of the areas around the Engineer's offices.

C3.1.6 **Description of Site and Access**

Access to the site can be obtained by R621 regional road, turning right on to West Street, then turn left on to Industrial Road at the T-junction and turn left to Old Cambrian Road.

C3.1.6.1 **Location of the Works**

This area is approximately 1.0km from Dannhauser Municipality offices. (28°00'54.1"S; 30°04'15.5"E)

C3.1.7 Nature of Ground and Subsoil Conditions

The Contractor will be expected to make his own assessment in this regard and to price the rates accordingly.

C3.1.8 Details of Contract

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities in Section C2.2

C3.1.9 Construction Programme

The contractor shall take note of various factors contained in these specifications which will have a significant influence on the compilation of the programme of work.

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

The construction programme is as per time stipulated in Clause 1.1.1.14.

C3.1.9.1 Reporting

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

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance. Contractor to also comply with all EPWP requirements and related reporting

Labour Return : (Current Month)

	Total		Adults				Youth (<35 yrs)				Disabled			
			Women		Men		Female		Male		Female		Male	
	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days
Clerical	0	0												
Labourers	0	0												
Managerial	0	0												
Semi-skilled	0	0												
Skilled	0	0												
Supervisor	0	0												
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Expenditure

(All excl VAT)	Previous Total	This Cert	Total to Date
Value paid to locally sourced labour resources			R
Amount paid for accredited training			R
Amount paid for non-accredited training			R

SMME Schedule

Name of SMME	SMME Information		PROJECT Information			
	No of Permanent Employees	Turnover previous 12 months	Total person days to date	Amount paid to SMME	Person days locally sourced	Total value of work

- Plant utilization returns
- Progress report detailing production output compared to the programme of works

C3.1.10 OTHER CONTRACTORS

There will be no other contractors operating within the boundaries of the site.

C3.1.11 SITE FACILITIES AVAILABLE

C3.1.11.1 Contractor's Camp Site

The contractor is permitted to locate his offices, offices for storage facilities, workshops, latrines, etc. in the designated area in the vicinity of the site. This will be shown to the contractor.

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. The choice of sites camp position for the establishment of camp is subject to the approval of the engineer. Camp sites within the road reserve will not be permitted.

The establishment of all labour, plant and materials on site is the responsibility of the Contractor and all arrangements in this respect are the Contractors' responsibility; however:

- Provision has been made in the Schedule of Quantities for the Contractor to tender for his independent establishment on site (Section 1);

- Base camp(s) established by the Contractor for his use must be approved by the Engineer before the Contract begins and this approval must be obtained in writing but must also meet the approval of the local authorities, headmen or residents' associations, as well as the Environmental Management Programme with regard to batching plants, bitumen storage areas and plant maintenance areas.

The Contractor shall provide and maintain a continuous means of on-site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative. The Contractor must provide the Engineer with at least one cellphone which will be paid for under preliminaries and general (Section 1 of BoQ). The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

C3.1.11.2 Source of Water Supply

The contractor shall make his own arrangements for a water supply connection. The contractor shall bear the cost of all water including a connection fee. 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.

C3.1.11.3 Source of Power Supply

The Contractor will be required to provide all his own cabling and metering requirements to his site camp and pay all the requisite and consumption charges for whatever temporary power supplies he may require for his use on the site and related costs will be deemed to be included in his tendered rates.

C3.1.11.4 Site Facilities

The contractor shall provide on the camp site, office accommodation and all associated facilities required for the adequate supervision, control and execution of the works.

The area occupied shall be neatly fenced off to denote its limit. The contractor shall be responsible for the proper upkeep and control of the area for the duration of the contract and all structures and buildings shall be kept in good repair. The contractor must not cut down or damage any trees nor make any excavation without written permission of the Engineer.

The contractor will be required to restore the site to its original condition on Completion of the Works.

C3.1.11.5 Engineer's Office

The Contractor shall provide, furnish and equip one office (as scheduled) for the use of the Employer's Agent.

Office shall be weatherproof, consist of one room with a floor area of at least 15 m2 and a ceiling height of at least 2.5 m, shall have a wooden boarded floor that is at least 150 mm above the ground, and shall be provided with a ceiling and a lining to the walls, or equivalent insulation, with an acceptable type of door with a secure lock, and two opening windows of glazed area at least 3 m2.

Office shall be well ventilated and shall be so insulated as to provide comfortable working conditions.

C3.1.11.6 Laboratory Facilities

No testing laboratory is required for use by the Engineer.

C3.1.11.7 Sanitary Facilities

The Contractor shall provide such screened latrines as are necessary for his employees, the siting of which shall be to the satisfaction of the Engineer and in accordance with the requirements of Government, Provincial and/or Local Authority.

Chemical toilets shall be used and these shall be kept in a thoroughly clean and sanitary condition.

These facilities shall be provided within two days of the commencement of the works and the contractor shall strictly enforce their use.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

C3.1.11.8 Facsimile and Photostat Facilities

Facsimile and Photostat facilities are not required.

C3.1.11.9 Refuse Containers and Disposal

Adequate containers for collection of refuse shall be provided by the contractor. All containers shall have this. Arrangements for refuse disposal shall be made with the relevant authority.

C3.1.11.10 Parking Facilities

Two covered parking bays are required by the Engineer.

C3.1.11.11 Housing Facilities

The contractor will not be required to provide housing facilities for the Engineer's staff.

C3.1.11.12 Vehicles

The contractor will not be required to provide vehicles for the Engineer's staff.

C3.1.12 FEATURES REQUIRING SPECIAL ATTENTION

C3.1.12.1 Existing Services

The contactor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, crops, buildings, properties, road structures, pipelines, places and things, in the vicinity of the Works and so as not to

interfere in any way at any time with the smooth and continuous operation of the existing facilities.

C3.1.12.2 Labour and Remuneration

As far as practicably possible, the contractor shall employ all labour from the adjoining communities and provide the labour with practical's on the job training.

The contractor is to ensure that the minimum gazetted wage rates (SAFCEC rates) payable to labourers in the Civil Engineering Industry applicable to the area under construction are adhered to for labour employed directly by the Contractor or by his sub- contractors.

C3.1.12.3 Accommodation of Labourers

Sleeping accommodation will not be allowed on the site.

C3.1.12.4 Environmental

The Contractor shall be responsible for implementing and managing an Environmental Management Plan (also referred to as the "Environmental Management Programme") in terms of C3.5

The Contractor's authorised agent shall report to the Engineer regarding compliance with the conditions as stipulated in the Environmental Management Plan.

The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in C3.5. The Contractor shall prepare a detailed Method Statement to the Engineer detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials. Where in the opinion of the Engineer, the Contractor has not adhered to these requirements; the Contractor shall rectify the damage at his own cost and to the satisfaction of the Engineer.

The project shall comply with environmental instructions. (Refer C3.5: Environmental Management Plan).

C3.1.12.5 Finishing and Tidying

Progressive and systematic finishing and tidying must form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to

accumulate in such a manner as to unnecessarily impede the activities of others, and in event of this occurring, the Employer shall have the

right to withhold payment for as long as may be necessary in respect of the relevant works in the area (s) concerned without thereby prejudicing the rights of others to institute claims against the contractor on the ground of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. The contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the Works included in the Contract, in accordance with the provisions of Clauses 51, provided always that the Works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing and tidying has been fully completed to the satisfaction of the Engineer.

All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the closet co-operation with other contractors.

C3.1.12.6 Dealing with Water

The contractor shall be responsible for dealing with all water during construction from whatsoever sources, and the cost of all dewatering unless otherwise itemised in the Bill of Quantities shall be deemed to be included in the tender price.

C3.1.12.7 Working Space

The contractor will be required to take due care for the protection of and will be liable for damage to, or physical loss of, property located outside of the area of works.

C3.1.12.8 Survey Control and Setting out of the Works

The contractor will receive all the required setting out data, in the form of co-ordinates for centre lines, as part of the construction drawings from which the contractor will set out the works.

It is the Contractors sole responsibility to ensure that land survey beacons, plot boundary pegs, reference marks, etc identified during establishment are not covered disturbed or damaged.

The contractor will be held responsible for the cost of replacement, by a registered Land Surveyor, of any pegs disturbed during the operations on site.

Survey control will be provided to the contractor at the start of the contract. The contractor shall satisfy himself with the accuracy thereof and immediately bring any discrepancies to the attention of the Engineer.

C3.1.12.9 Occupational Health and Safety Act

The contractor will be required to implement and monitor all aspects of the Occupational Health and Safety Act (Act 85 of 1993) and the New Construction Regulations (2003).

(Refer C3.3: Occupational Health and Safety Act 1993: Health and Safety Specification.

C3.2. CONSTRUCTION

3.2.1 APPLICABLE COTO 2020 SPECIFICATIONS

The purposes of this contract the following Standardised Specifications shall apply.

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

C1.3 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

C1.4 FACILITIES FOR THE ENGINEER

C1.5 ACCOMMODATION OF TRAFFIC0

C1.6 CLEARING AND GRUBBING

C1.7 LOADING AND HAULING

C3.1 DRAINS

C3.2 CULVERTS

C3.3 CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS

C4.1 BORROW MATERIALS

C4.2 CUT MATERIALS

C5.1 ROADBED

C5.2 FILL

C5.3 ROAD PAVEMENT LAYERS

C5.4 STABILIZATION

C8.1 PRIME COAT

C9.1 ASPHALT LAYERS

C11.1 PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION

C11.2 NON-STRUCTURAL GABIONS

C11.4 ROAD RESTRAINT SYSTEMS

C11.6 ROAD SIGNS

C11.7 ROAD MARKINGS AND ROAD STUDS

C11.8 LANDSCAPING AND PLANTING PLANTS

C11.9 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

C20.1 TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

D1000 DAYWORKS

3.2.2 The term project specifications appearing in any of the COTO 2020 standardised specifications must be replaced with the term scope of work.

3.2.3 The variations and additions to the specifications in 3.2.1 are as follows:

AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, allowance is made for 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 the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered ‘PS’ with a number corresponding to the relevant clause or item number in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

New clauses and payment items not covered by clauses or items in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 have been included here and have also been designated with the prefix ‘B’. Such clauses and items have been given a new number following upon the last number used in the particular chapter referred to in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

CHAPTER 1.2 GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATION

BA1.2.3.11 ORDERING OF DAYWORKS

Replace Clause A1.2.3.11 with the following:

BA1.2.3.11 DAYWORKS

a. Scope

Rates for daywork shall be entered in the under item C1.2.8.1 in accordance with the following specifications.

b. Daywork Rates

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a daywork basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

c. Type of Work

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

d. Materials

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed inC1.2.8 of the Bill of Quantities for daywork materials.

The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

e. Construction Equipment

Where daywork is ordered, the tendered rates for construction equipment in C1.2.8 of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the daywork. If no rate is included in the Bill of Quantities for a particular item of construction equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction equipment operator and the general supervision of the construction equipment while it is engaged in the daywork.

f. Salaries and Wages of Workmen

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Bill of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

g. Measurement and Payment

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for construction equipment shall be the number of Vibroclock hours worked and each item of construction equipment shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is

ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for daywork.

The payment items under C1.2.8 in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 will be applicable.

BA1.2.3.18 Stakeholder liaison

Add the following to Clause A1.2.3.18:

a. Project Steering Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Steering Committee (PSC) is a vital means of communication between the parties involved with the project. A PSC may be formed if the project is such that a specific community can be identified.

The PSC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative shall also attend the monthly PSC meetings when so requested.

The PSC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PSC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

b. Community Liaison Officer (CLO)

The contractor, after consultation with the Project steering Committee (PSC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

Represent the community and assist the contractor, the engineer and the employer with communication between them and the community;

I. work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
II. communicate daily with the contractor on labour related issues such as numbers and skill;
III. ssist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
IV. inform local labour of their conditions of employment, including their period of employment;
V. attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
VI. attend all meetings at which the community and/or local labour are present or are required to be represented;
VII. attend monthly site meetings to report on community and local labour matters;
VIII. keep a daily written record of interviews and community liaison;
IX. submit monthly returns regarding community liaison; and
X. carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in Chapter 1.2 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

Add the following new Clause A1.2.3.24:

BA1.2.3.24 Compliance with the Road Traffic Act

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor

by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

CHAPTER 1.2 GENERAL REQUIREMENTS AND PROVISIONS

PART C: MEASUREMENT AND PAYMENT

Add the following new payment items.

B.C1.2 MEASUREMENT AND PAYMENT

Item Unit

BC1.2.10 Provision of Insurance

The Provision includes full compensation for:

(i) Insurance of the works

(ii) Special risk insurance, Liability Insurance

The Contractor shall provide full coverage for the insurances, above, including lump sum payment or maintenance of insurance premiums for the entire duration of the contract.

Item Unit

BC1.2.11 Construction of new survey beacons and protection of existing survey beacons

(a) Provisional sum for new survey beacons to existing road levels and protection of existing survey beacons……Prov Sum

(b) Handling costs and profit in respect of subitem B.C1.2.11 (a) above……% (Percentage)

The Contractor shall allow for the survey the finished road levels of all existing roads and reference these setting out points during the construction of all pavement layerworks.

Item Unit

BC1.2.12 Provision of a Community Liaison Officer

• (a) Wages, salary, allowances, etc……Prov Sum

• (b) Handling costs and profit in respect of subitem B.C1.2.12 (a) above……% (Percentage)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the engineer under subitem BC1.2.12 (a), and shall include full compensation for the handling costs of the contractor and the profit in connection with the provision of a Community Liaison Officer (CLO)."

Item Unit

B.C1.2.13 Existing Services:

(a) Protection, relocation, realignment, removal or replacement of services .....provisional sum

(b) Handling costs and profit in respect of subitem B12.01(a) above ..... percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the engineer under subitem B.C1.2.13 (a), and shall include full compensation for the handling costs of the contractor and the profit in connection with the protection, relocation, realignment, removal or replacement of the relevant services.

CHAPTER 1.3 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

PART C: MEASUREMENT AND PAYMENT

Add the following new payment items.

B.C1.3 MEASUREMENT AND PAYMENT

Item	Unit		Unit
B.C1.3.2		Supply, transport to site and erection of the signboards	
		Supply and transport to site and erection of the contract sign board.	No

The unit of measurement shall be the number of contract signboards and information boards erected as instructed by the Employer's Agent.

The tendered rate shall include full compensation for providing and erecting each contract and information signboard complete, including for timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion."

CHAPTER 1.4 FACILITIES FOR THE ENGINEER

PART C: MEASUREMENT AND PAYMENT

Add the following new payment items.

B.C1.4 MEASUREMENT AND PAYMENT

Item	Unit	Unit
B.C1.4.9		
	(b) Provision for office equipment.……	Prov Sum
	(ix)(i) Handling costs and profit in respect of B.C1.4.9(b) ……	% (Percentage)

The tendered rate shall include full compensation for providing equipment to be utilised by the Engineer for the duration of the Contract.

(x) Stationery……Prov Sum

(x)(ii) Handling costs and profit in respect of B.C1.4.9(x)) ……% (Percentage)

The tendered rate shall include full compensation for providing stationary to be utilised by the Engineer for the duration of the Contract.

CHAPTER 3.2 CULVERTS

PART C: MEASUREMENT AND PAYMENT

Add the following new payment items.

B.C3.2 MEASUREMENT AND PAYMENT

Item Unit Unit

B.C3.2.15

(a) Manholes (for grid inlets)

(i) Up to 1,0 m deep……No.
(ii) 1,0 m to 1,5m deep……No.
(iii) 1,5 m to 2,0m deep……No.
(iv) 2,0 m to 2,5 m deep……No.

(b) Catchpits

(3) Brick Manholes for drainage: constructed on all pipes up to 750 mm

(i) Up to 1,0 m deep……No.
(ii) 1,0 m to 1,5m deep……No.
(iii) 1,5 m to 2,0m deep……No.

(4) Brick Manholes for drainage: constructed on 600mm dia. Pipes

(i) 1,5 to 2,0 m deep……No.

The tendered rate shall include full compensation for providing all materials, equipment and labour to construct the structures complete. Including earthworks, concrete, reinforcing, prefabricated elements, brickwork, joints, backfilling to 93% Mod AASHTO Density, finishing and cleaning, etc.

Item Unit Unit

B.C3.2.28

Service ducts:

(a) Ordinary pipes (Unplasticised PVC Pipes 100mm dia.)…….……m

The tendered rate shall include full compensation for providing all materials, equipment and labour to install service ducts complete. Including earthworks, bedding, backfilling to 93% Mod AASHTO Density, finishing and cleaning, etc.

Item Unit Unit

B.C3.2.29

Duct marker blocks (Concrete)…….……..……m

The tendered rate shall include full compensation for providing all materials, equipment and labour to install service precast service duct markers complete. Including earthworks, 25MPa concrete base, bedding, backfilling to 93% Mod AASHTO Density, finishing and cleaning, etc.

CHAPTER 3.3 CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS

PART C: MEASUREMENT AND PAYMENT

Add the following new payment items.

B.C3.3 MEASUREMENT AND PAYMENT

Item Unit Unit

B3.3.17

Construct a concrete vehicular scoop as per drawing No. V44-01-005-STD-T-00, complete……..……..……..m3

The tendered rate shall include full compensation for providing all materials, equipment and labour to construct vehicular access scoops complete. Including earthworks, 25MPa concrete base, tie-in levels to mountable kerbs, backfilling to 93% Mod AASHTO Density, finishing and cleaning, etc.

B3.3.18

Rehabilitation of vehicular accesses, including 25 Mpa Concrete 150mm thick, formwork, U2 surface finish, complete……..……m3

The tendered rate shall include full compensation for providing all materials, equipment and labour to construct vehicular access scoops complete. Including earthworks, 25MPa concrete base, tie-in levels to mountable kerbs, backfilling to 93% Mod AASHTO Density, finishing and cleaning, etc.

CHAPTER 4.1 BORROW MATERIALS

PART C: MEASUREMENT AND PAYMENT

Add the following new payment items.

B.C4.1 MEASUREMENT AND PAYMENT

Item Unit Unit

B.C4.1.22

Mining Permit:

(a) Financial Guarantor For Mining Permit…..……Prov Sum

(b) Handling costs and profit in respect of B.C4.1.22(a) ……% (Percentage)

The tendered rate shall include full compensation for obtaining a mining permit and/or mining related matters

CHAPTER 5.3 ROAD PAVEMENT LAYERS

PART C: MEASUREMENT AND PAYMENT

Replace the following new payment items.

B.C5.3.2.1 MEASUREMENT AND PAYMENT

Item Unit Unit

B.C5.3.2.1

Construction of pavement layers using conventional construction methods:

(a) Lower selected subgrade layer (G7 Imported - 150mm thk) compacted to 93 % of MDD (Load, haul, lay and compact only - No Supply)…..……..…m3

The tendered rate shall include full compensation for installation and compaction of the pavement layers above which does not include supply. Loading and hauling of material is covered under section C1.7 LOADING AND HAULING.

CHAPTER 9.1 ASPHALT LAYERS

PART C: MEASUREMENT AND PAYMENT

Add the following new payment items.

B.C9.1 MEASUREMENT AND PAYMENT

Item Unit

B.C9.1.17

- Trial sections……m²

The Contractor will be required to construct a trial section of asphalt surfacing, complete, as directed by the Engineer for approval and quality assurance

CHAPTER 20.1 TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

PART C: MEASUREMENT AND PAYMENT

Add the following new payment items.

B.C20.1 MEASUREMENT AND PAYMENT

Item Unit

Unit

B.C20.1.6 TESTING MATERIALS AND WORKMANSHIP

(a) Other special tests requested by the Engineer .....Prov Sum

(b) Handling costs, profit and all other charges in respect of sub item B.C20.1.6 (a)..... %

The provisional sum provided to cover the cost of special tests as requested by the Employer's Agent in terms of clause C20.1.shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under the Provisional Sum B.C20.1.6 (a), and shall include full compensation for the handling costs of the Contractor, and the profit in connection with providing the specified testing service."

C 3.3 CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

The Contractor shall address the following issues in a report prepared by their safety officer.

1. Introduction and Background

1.1. Background to the Pre-construction Health and Safety Specification
1.2. Purpose of the Pre-construction Health and Safety Specification
1.3. Implement of the Pre-construction Health and Safety Specification

2. Pre-construction health and Safety specification
2.1. Scope
2.2. Interpretation
2.2.1. Application
2.2.2. Definitions

2.3. Minimum Administrative Requirements
2.3.1. Notification of Intention to Commence Construction Work
2.3.2 Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site
2.3.3. Competency for Contractor's Responsible Persons
2.3.4. Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 or 1993
2.3.5. Occupational Health and Safety Policy
2.3.6. Health and Safety Organogram
2.3.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment
2.3.8. Health and Safety Representative(s)
2.3.9. Health and Safety Committee(s)
2.3.10 Health and Safety Training
2.3.10.1. Induction
2.3.10.2. Awareness
2.3.10.3. Competency
2.3.11. General Record Keeping
2.3.12. Health & Safety Audits, Monitoring and Reporting
2.3.13. Emergency Procedures
2.3.14. First Aid Box and First Aid Equipment
2.3.15. Accident/ Incident Recording and Investigation
2.3.16. Hazards and Potential Situations
2.3.17. Personal Protection Equipment and Clothing
2.3.18. Occupational Health and Safety Signage
2.3.19. Sub-contractors
2.3.20. Incentives and Penalties

2.4. Physical Requirements

2.4. Excavations, Shoring, Dewatering or Drainage
2.5. Edge Protection and Penetrations
2.6. Explosives and Blasting
2.7. Piling
2.8. Stacking of Material
2.9. Speed Restrictions and Protection
2.10. Hazardous Chemical Substances (HCS)

2.5. Plant and Machinery

2.5.1 Construction Plant
2.5.2 Vessels under Pressure (Gas bottles including Operations)

2.5.3 Fire Extinguishers and Fire Fighting Equipment

2.5.4 Hired Plant and Machinery

2.5.5 Scaffolding / Working on Heights

2.5.6 False work for Structures

2.5.7 Lifting Machine and Tackle

2.5.8 Ladders and Ladder Work
2.5.9 General Machinery

2.5.10 Portable Electrical Tools / Explosive Power Tools

2.5.11 High Voltage Electrical Equipment (Not maintained by cdc)
2.5.12 Public Health and Safety

2.5.13 Night Work

2.5.14 Transport of Workers

2.5.15 Traffic Accommodation

2.6. Occupational Health

2.6. Occupational Hygiene
2.7. Welfare Facilities
2.8. Alcohol and Other Drugs

3. Annexure A

Task Completion Form

4. Annexure B

Principal Contractor’s Responsible Persons

5. Annexure C

Other Requirements

1. Introduction and Background

1.1 Background to the Pre-construction Health and Safety Specification

The Construction Regulations (July 2003) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

1.2 Purpose of the Pre-construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan. These specifications in no way release Contractors from compliance with the relevant Legal requirements.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. costs, programme environment, etc.

2. Pre-construction Health and Safety Specification

2.1. Scope

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2. Interpretations

2.2.1. Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.2.2. Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

2.3 Minimum Administrative Requirements

2.3.1. Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

2.3.2. Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included. See Annexure B.

2.3.3. Competency for Contractor's Appointment Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments must be included.

2.3.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.3.5. Occupational Health and Safety Policy

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / contractor.

2.3.6. Health and Safety Organogram

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

2.3.7. Preliminary Hazard Identification and Risk Assessment and
Progress Hazard Identification and risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

a) A list of hazards identified as well as potentially hazardous tasks;
b) A documented risk assessment based on the list of hazards and tasks;
c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;

d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

2.3.8. Health and Safety Representative(s)

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

2.3.9. Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors' Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded tothe Principal Contractor on a monthly basis.

2.3.10. Health and Safety Training

2.3.10.1. Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. A suitable venue must be supplied to house this training.

2.3.10.2. Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

2.3.10.3. Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to

supervise, control, carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

2.3.10.4. Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

YOU MAY NOT:

- Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- Indulge in practical jokes, horseplay, fighting or gambling.
- Destroy or tamper with safety devises, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- Bring onto site or have in your possession a firearm, lethal weapon.
- Assault, intimidate or abuse any other person.
- Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- Enter any area where you have no business unless authorised to do so by the person in charge
- Negligently, carelessly or wilfully cause damage to property of others.
- Refuse to give evidence or deliberately make false statements during investigations.

2.3.11.1 General Record Keeping

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor open its own health & safety file, maintains the file and makes it available on request.

2.3.11.2 Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

- First Aid dressing register.
- Fire equipment
- Lifting equipment
- Lifting gear
- Portable electrical equipment
- Stacking and storage inspections
- Explosive power tools
- Materials hoist (where applicable)
- Pressure Vessels
- Ladders
- Excavations
- Safety harnesses
- Scaffold-static and mobile.

- Pneumatic tools
- Construction vehicles and mobile plant.
- Health and Safety Representatives checklists

2.3.11.3 Health & Safety Audits, Monitoring and reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of physical site activities as well as an audit of the administration of health & safety. The Provincial Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub-Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.3.11.4 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel;
2. Details of emergency services;
3. Actions or steps to be taken in the event of the specific types of Emergencies;
4. Information on hazardous material/situations

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/

accidents, etc. The principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire

Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.3.11.5 First Aid Boxes and First Aid Equipment

The Provincial Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities, including first aid boxes adequately stocked at all times. All Sub Contractors with more

than 5 employees shall supply their own first aid box. Sub Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

2.3.11.6 Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.3.11.7 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

2.3.11.8 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Sub Contractors and their contractors, as they are all Employers in their own right.

2.3.11.9 Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. Including but not limited to ‘no unauthorised entry, report to site office ‘,’ site office, beware of overhead work, ‘hard hat area’. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access

routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.3.11.10 Contractors and their Sub Contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with its Specification, the OHS Act 85/1993, Construction Regulations (July 2003), and all other relevant

legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

2.4 Physical Requirements

2.4.1 Excavations, Shoring, De watering or Drainage

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;

b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.

c) Safe work procedures have being communicated to the workers;

d) Excavated material shall be placed as far as from the trench as practically possible. a close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation)

e) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times)

f) The requirements as per section 11 of the Construction Regulations are adhered to.

g) Due to the condition off the soil (water) extra precaution must be taken when shoring. If the were table is high the contractor must ensure that ropes is available to be used in case of a rescue.

2.4.2. Edge Protection and penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has being erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.4.3. Explosives and Blasting

The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe

Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work.

2.4.4. Piling

The Contractor shall ensure that piling is undertaken by a competent Contractor. a SWP shall be submitted to the Client for approval before commencement of this work.

2.4.5. Stacking of Materials

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.4.6. Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

2.4.7. Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be maid aware of the MSDS and how to treat HCS incidents appropriately.

2.5. Plant and Machinery

2.5.1. Construction Plant

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the

construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client=

Vehicles shall not enter site with:

* Defective exhaust systems
* Serious oil or fuel leaks
* Unsafe bodywork or loads
* Non-standard equipment fitted.
* Improperly seated passengers
* Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

2.5.2. Vessels under Pressure (VuP) and Gas Bottles

The Principal Contractor and all relevant Sub Contractors shall comply with the Vessels under Pressure Regulations, including:

1. Providing competency and awareness training to the operators;
2. Providing PPE or clothing;
3. Inspect equipment regularly and keep records of inspections;
4. Providing appropriate firefighting equipment (Fire Extinguishers) on hand.

2.6. Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Sub Contractors shall Provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person, proof of survey must be kept in the Site Safety File.

2.5.4 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and

Construction Regulations (July 2003) shall apply. The Principal Contractor shall ensure that operations hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub Contractors must ensure the same.

2.5.5. Scaffolding / Working at Heights

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. The Client must approve the fall prevention plan before work may commence.

2.5.6. Formwork and Support work for Structures

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (July 2003) are adhered to. These

provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on

a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

2.5.7. Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle has a safe working load clearly indicated
2. Regular inspection and servicing is carried out;
3. Records are kept of inspections and of service certificates;
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
5. The tower crane bases have been approved by an engineer;
6. The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

2.5.8. Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

2.5.9. General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.5.10. Portable Electrical Tools and Explosives Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that

all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept;
2. Only authorised trained persons use the tools;
3. The safe working procedures apply;
4. Awareness training is carried out and compliance is enforced at all times; and
5. PPE and clothing is provided and maintained.
6. A register indicating the issue and return of all explosives round;
7. Ensure that the cartridges and explosive tool is lock up separately
8. Signs to be posted up in the areas where explosive powered tools are being used. (WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).

2.5.11. High Voltage Electrical Equipment

No high voltage electrical equipment is present on, under or above the construction area.

2.5.12. Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be in the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

2.5.13. Night Work

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is a appropriate area or section to store them;
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.

Workers shall not be permitted to stand or sit at the edge of the

transporting vehicle.

2.5.14. Traffic Accommodation

Construction traffic will obtain access to the site mainly from provincial roads.

All access points are to be provided with adequate temporary construction signage in accordance with the SADC Road Traffic Signs Manual 3 Edition to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

2.6. Occupational Health

2.6.1. Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.6.2. Welfare Facilities

The principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.6.3. Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

PROJECT: COMPLETION OF THE "REHABILITATION OF INTERNAL ROADS AND UPGRADE OF ASSOCIATED STORMWATER IN SUNDUMBILI WARD 13 PHASE 1"

ANNEXURE A

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE

PERSONS

Project: COMPLETION OF THE REHABILITATION OF INTERNAL ROADS AND UPGRADE OF ASSOCIATED STORMWATER IN SUNDUMBILI WARD 13 PHASE 1

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progress)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & safety Matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: • 1 The employer • 2 H&S Representative • 3 Designated person • 4 Member of the H&S Committee
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.

First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Scaffolding Inspector	SABS 085	A Competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.

Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.

OTHER REQUIREMENTS

Project: COMPLETION OF THE REHABILITATION OF INTERNAL ROADS AND UPGRADE OF ASSOCIATED STORMWATER IN SUNDUMBILI WARD 13 PHASE 1

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training(Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: • 1 Incidents / accidents and investigations • 2 Non conformances by employees & contractors • 3 Internal & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: • 1 Scaffolding • 2 Excavations • 3 Formwork & support work • 4 Explosive tools	
General Inspections	Monthly	• 1 Firefighting equipment • 2 Portable electrical equipment • 3 Ladders • 4 Lifting equipment/slings	

List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

C3.4 TARGET SPECIFICATIONS

This part of the project Specifications contains comprehensive additional specifications for matters not covered by and work, which is not carried out in terms of the Standard Specifications.

The number of each clause and each payment item in this part of the Project Specification is prefixed with a L to differentiate these clauses and items as additional works.

The following additional specifications are covered under this part of the Scope of Work:

L.1 EMPLOYMENT OF LOCAL LABOUR AND TRAINING REQUIREMENTS

L1.1 SCOPE

The specification sets out the requirements relating to the employment of local labour by involving the community through the established structures as well as the training requirements for these labourers.

L1.2 DEFINITIONS

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

‘Key Personnel’ means all contract managers, Construction Managers, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators 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.

‘Labourer’ means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor and sub-contactors to perform prescribed work on this Contract. ‘Labour’ means labourers or workers.

‘Labour Register’ means the list of available Local Labourers compiled by the Community Liaison Officer (CLO) in co-operation with the Project Steering Committee (PSC) in accordance with the results of their negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

‘Local Labourer’ means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Contractor and subcontractors to perform prescribed tasks that form part of the Works.

'Targeted Labour' means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

'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 and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

'Workforce' means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

L1.3 ENGAGEMENT OF LOCAL LABOUR

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited /selected from the local communities living within the surrounding areas.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Contractor shall be recruited/chosen from a Labour Register and appointed for work to enable the Contractor to comply with the specific minimum target value set for the Contract Participation Goal (CPG) for the Contract. Labourers and workers of the Local community who are engaged by other employers in paid positions of employment shall not be eligible for inclusion on the Labour Register.

L1.3.1 Employment of Local Labourers

Upon the award of the Contract the Contractor shall without delay consult with the Project Steering Committee (PSC), the Engineer and the Employer, and appoint a Community Liaison Officer (CLO) from a shortlist provided by the PSC, if so instructed, who is mutually acceptable to all parties. The Community Liaison Officer shall negotiate with the Contractor and the PSC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Contractor shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

L1.3.2 Selection of Local Labourers

The Contractor shall advise the CLO and the PSC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognizance of the provisions of the Contract relating to Training.

The Contractor shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognizance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

(a) No potential Local Labourer shall be precluded from being employed by the Contractor on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:

(i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or

(ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills;

(c) Preference shall be given to the long-term and single heads of households;

(d) The Contractor shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected;

(e) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty-five years and women.

After making his selection, the Contractor shall advise the CLO and the Engineer thereof in writing, and the Engineer, with the assistance of the CLO has the right to call a meeting with PSC and the Local Community for the purpose of ratifying the Contractor's selection. The Contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Engineer or the Local Community make reasonable objection to the selection of any particular applicant by the Contractor, the Contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Engineer and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

L1.4 CONTRACTUAL REQUIREMENTS

L1.4.1 Legislation

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

L1.4.2 Labour content

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by sub-contractors.

The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage.

L1.4.3 Targeted labour

The targeted labour shall be as specified in Section C3.3 of the Works Specification. The definitions, provisions and specifications of the South African National Standard Specification SANS1914-52002, Targeted Construction Procurement: Part 5: Participation of Targeted Labour will apply to this contract. Should there however be conflict between SANS1914-5: 2002 and the Works n, the latter shall take precedence and prevail.

The Contractor shall engage targeted labour directly in the execution of the Works to the extend that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than the Contract Participation Goal (CPG).

L1.4.4 Records and reporting

The Contractor shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Forms 1 to 4 (of which pro-formas are included in Part C1: Agreements and Contract Data) shall be completed and submitted to the Engineer at the end of each month, from the Commencement date up to the completion of the Contract. Form 3 may be substituted by the use of electronic banking records provided that the system can be audited.

The completed forms shall accompany the Contractor’s monthly claim presented to the Engineer for payment of certified completed work. The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Engineer.

The Contractors Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Section C3.3 of the Works Specification.

The contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Engineer with independently audited documentary evidence of the total actually paid to the workforce and the number of workers days generated during the contract.

L1.4.5 SANCTIONS

In the event that the Contractor fails to substantiate that any failure to achieve the Local Labour Goal was due to quantative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

P = 0,01 x (LM-LA) x VA.

Where:

P = Rand value of penalty payable.

VA = Award value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation)

LM = Local Labour Goal stated in the Project Document

LA = The local labour component which the Employer's Representative certifies as being achieved upon completion of the contract.

L1.5 PROJECT STEERING COMMITTEE

When required a Project Steering Committee (PSC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Contractor will have one senior member of his staff as representative on the PSC without any voting powers.

The Contractor will report all progress, deviations from the Contract, deviations from the programme, labour related matters, and financial progress to the PSC.

The PSC will act as liaison channel between the Contractor and the community. The PSC will assist the Contractor in identifying and recruiting local labour for the project. The Contractor shall hold meetings with the PSC on a regular basis (at least once per month but not more than twice per month) to ensure that the PSC is informed and aware of progress and problems that may arise.

Allowance is made for the payment of subsistence/travel allowances to the members of the PSC attending meetings with the Contractor, by the Contractor in the Schedule of Quantities.

L1.6 COMMUNITY LIAISON OFFICER

L1.6.1 Appointment

The Contractor shall appoint a Community Liaison Officer (CLO) after consultation with the WARD COMMITTEE and the Ward Councillor Project steering Committee (PSC), the Engineer and the Employer, as a link between the Ward Committee, Ward Councillor and Local Community PSC and the Contractor. The Community Liaison Officer shall be nominated by the Ward Committee and Ward Councillor PSC and shall be appointed as a member of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment. The Contractor shall disclose his normal employment conditions to the Engineer when called upon to do so.

L1.6.2 Duties of the Community Liaison Officer

The Community Liaison Officer shall:

(a) be available on Site daily between the hours agreed on by the Contractor, the Employer and the Engineer from time to time;
(b) assist the Contractor in the identification of suitable trainees and shall attend one of each of the training sessions;
(c) communicate with the Contractor and the Engineer to determine the labour requirements with regard to the numbers and skills;
(d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures;
(e) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
(f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
(g) assist in the identification, and screening of Labourers from the Local Community in accordance with the Contractor's requirements;
(h) 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;
(i) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
(j) keep a daily written record of his interviews and community liaison activities;
(k) carry out specific tasks ordered by the Engineer;
(l) perform such other duties as required and agreed upon between all parties concerned.

L1.6.3 Remuneration

The Community Liaison Officer shall only be employed and paid for the period in which the duties of a Community Liaison Officer are required as agreed on by the Engineer and the Contractor. A special pay item is incorporated in the bill of quantities relating to To payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

L1.7 TRAINING REQUIREMENTS

Where training is specified in the Contract, the Contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, subcontractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Contractor shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Contractor shall submit with his tender full details of the formal training, which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

(i) The name of the training institution and course programme.
(ii) Each type of training and course content synopsis.
(iii) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Contractor's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Contractor's Training schedule shall be subject to the approval of the Engineer, and the Contractor shall, if so instructed by the Engineer, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Contractor's programme of work.

L1.7.1 Training of Local Labourers

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Contractor, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Contractor in conjunction with the Engineer shall attend in-house courses conducted by trainers in the employ of the Contractor in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Contractor, and subject to the approval of the Engineer, shall attend approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose the Contractor shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Engineer will choose the courses to be attended by the nominated and approval Local Labourers.

L1.7.2 Training for Emerging Contractors (SMME's)

The Contractor shall closely monitor the performance of the principals of Emerging Contractors (SMME's), the execution of their subcontracts and shall identify those who, in his opinion, display the potential to benefit from formal Training provided for in the Contract, and when required by the Engineer, the Contractor shall make recommendations in this regard. The final list of candidates will be decided on between the Contractor and the Engineer.

Where required, Emerging Contractors engaged by the Contractor shall receive training and guidance according to an approved formal training programme, which comprises both management skills and business development skills.

The Contractor shall, when requested provide 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.

If so indicated, the Contractor shall alter or amend the formal training programme and its contents to suit changing conditions on Site and changes in the contractor's programme of work.

L1.7.3 Labourers remunerated during training

All Local Labourers employed by the Contractor shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Contractor as provided for in the Bill / Schedule of Quantities.

L1.7.4 Non-compliance

If at any stage the Engineer notifies the Employee in writing that the Contractor is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Contractors, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Contractor's expense and the amounts paid to such firms or persons will be deducted from the Contractor's payment.

The Contractor shall be obliged to make Local Labourers and other employees available for Training when so required by the Engineer.

L1.8 FORMAL TRAINING

L1.8.1 General

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

(a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.

(b) Be delivered by suitably qualified and experienced trainers accredited to do so.

(c) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil engineering projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Engineer prior to implementation.

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

(i) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;

(ii) A suitably furnished venue (if required)
(iii) Transport to and from the works (as necessary)
(iv) Tools, equipment and teaching aids;
(v) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Engineer.

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

L1.8.2 Accredited training and attendance

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and subcontractors regarding attendance and participation.

All training shall take place within normal working hours or as greed with the trainees.

L1.8.3 Supervisors

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training have been completed and workers have been given sufficient opportunity to prove their worth.

L1.8.4 Training records and certificates

The Contractor shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Contractor and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

L1.8.5 Labour / Training Agent

If specified in the Contract, the Contractor shall appoint a Labour / Training Agent, subject to the written approval of the Engineer. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allocated to them. The labour / Training Agent shall report in writing to the Engineer on a daily basis on the work executed by the Local and other Labourers in the employ of the Contractor, the quality of the work the progress and all other information that the Engineer may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

L1.8.6 Training centre

If so, specified in the Contract a suitable on-site Training centre shall be provided by the Contractor to the satisfaction of the Engineer. The Training centre shall comply with the specifications for sire offices as specified in the Specifications Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specification.

L2 SPECIFICATION FOR LABOUR-INTENSIVE CONSTRUCTION (EPWP)

L2.1 SCOPE

In order to reduce unemployment, the Government has initiated the promotion of labour-intensive Expanded Public Works Programme (EPWP) projects.

The Expanded Public Works Programme (EPWP) is a short term, non-permanent, labour-intensive programme initiated by Government and funded wither fully or partially, from public resources to provide a public asset.

This specification sets out the provisions and requirements relating to labour-intensive construction for Expanded Public Works Programme (EPWP) projects.

L2.2 DEFINITIONS

For the purpose of this Contract, the definitions given in the Contract Data, the Standard Specifications, and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

'Labour-intensive' means the economically efficient employment of as many unskilled or semi-skilled Local Labourers as is technically feasible for it identifies portion or section of the Works.

'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.

'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.

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

L2.3 LABOUR-INTENSIVE COMPETENCIES OF CONTRACTOR'S STAFF

L2.3.1 Eligibility requirements

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.

The Tenderer shall, when requested by the Employer to do so, submit with his tender the names of all management and supervisory staff that will be employed to supervise the labour-intensive

portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

L2.3.2 Labour-intensive competencies of supervisory and management staff

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 August 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Construction Manager / Manager (i.e. the contractor's most	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

senior representative that is resident on the site)			
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265 5900)			

L2.4 STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

L2.4.1 Introduction

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

(b) Additional Definitions:

The following additional definitions shall, unless the context dictates otherwise, apply:

(i) “department” means any department of the State, implementing agent or contractor;

(ii) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;

(iii) “worker” means any person working in an elementary occupation on a EPWP;

(iv) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

(v) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;

(vi) “task” means a fixed quantity of work;

(vii) “task-based work” means work in which a worker is paid a fixed rate for performing a task;

(viii) “task-rated worker” means a worker paid on the basis of the number of tasks completed;

(ix) "time-rated worker" means a worker paid on the basis of the length of time worked.

L2.4.2 Terms of Work

(a) Workers on an EPWP are employed on a temporary basis.

(b) A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.

(c) Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

L2.4.3 Normal Hours of Work

(a) An employer may not set tasks or hours of work that require a worker to work–

(i) More than forty hours in any week;

(ii) On more than five days in any week; and

(iii) For more than eight hours on any day.

(b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

(c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

L2.4.4 Meal Breaks

(a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

(b) An employer and worker may agree on longer meal breaks.

(c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

(d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

L2.4.5 Special Conditions for Security Guards

(a) A security guard may work up to 55 hours per week and up to eleven hours per day.

(b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

L2.4.6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

L2.4.7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work, which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

L2.4.8 Work on Sundays and Public Holidays

(a) A worker may only work on a Sunday or public holiday to perform emergency or security work.

(b) Work on Sundays is paid at the ordinary rate of pay.

(c) A task-rated worker who works on a public holiday must be paid:

(i) The worker's daily task rate, if the worker works for less than four hours;

(ii) Double the worker's daily task rate, if the worker works for more than four hours.

(d) A time-rated worker who works on a public holiday must be paid:

(i) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;

(ii) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

L2.4.9 Sick Leave

(a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

(b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

(c) A worker may accumulate a maximum of twelve days' sick leave in a year.

(d) Accumulated sick leave may not be transferred from one contract to another contract.

(e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

(f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

(g) An employer must pay a worker sick pay on the worker's usual payday.

(h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:

(i) Absent from work for more than two consecutive days; or

(ii) Absent from work on more than two occasions in any eight-week period.

(i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.

(j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

L2.4.10 Maternity Leave

(a) A worker may take up to four consecutive months' unpaid maternity leave.

(b) A worker is not entitled to any payment or employment-related benefits during maternity leave.

(c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

(d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after

the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

(e) A worker may begin maternity leave:

(i) Four weeks before the expected date of birth; or

(ii) On an earlier date:

- If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
- If agreed to between employer and worker; or

(iii) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

(f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

(g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

L2.4.11 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

(a) When the employee's child is born;

(b) When the employee's child is sick;

(c) In the event of a death of:

(i) The employee's spouse or life partner;

(ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

L2.4.12 Statement of Conditions

(a) An employer must give a worker a statement containing the following details at the start of employment:

(i) The employer's name and address and the name of the EPWP;

(ii) The tasks or job that the worker is to perform; and

(iii) The period for which the worker is hired or, if this is not certain, the expected duration of the contract;

(iv) The worker's rate of pay and how this is to be calculated;

(v) The training that the worker will receive during the EPWP.

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

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

L2.4.13 Keeping Records

(a) Every employer must keep a written record of at least the following:

(i) The worker's name and position;

(ii) In the case of a task-rated worker, the number of tasks completed by the worker;

(iii) In the case of a time-rated worker, the time worked by the worker;

(iv) Payments made to each worker.

(b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

L2.4.14 Payment

(a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

(b) A task-rated worker will only be paid for tasks that have been completed.

(c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

(d) A time-rated worker will be paid at the end of each month.

(e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

(f) Payment in cash or by cheque must take place:

(i) at the workplace or at a place agreed to by the worker;

(ii) during the worker's working hours or within fifteen minutes of the start or finish of work;

(iii) in a sealed envelope which becomes the property of the worker.

(g) An employer must give a worker the following information in writing:

(i) the period for which payment is made;

(ii) the numbers of tasks completed or hours worked;

(iii) the worker's earnings;

(iv) any money deducted from the payment;

(v) the actual amount paid to the worker.

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

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

L2.4.15 Deductions

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

(b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

(c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

(d) An employer may not require or allow a worker to:

(i) repay any payment except an overpayment previously made by the employer by mistake;

(ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or

(iii) pay the employer or any other person for having been employed.

L2.4.16 Health and Safety

(a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

(b) A worker must:

(i) work in a way that does not endanger his/her health and safety or that of any other person;

(ii) obey any health and safety instruction;

(iii) obey all health and safety rules of the SPWP;

(iv) use any personal protective equipment or clothing issued by the employer;

(v) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

L2.4.17 Compensation for Injuries and Diseases

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

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

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

(d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

L2.4.18 Termination

(a) The employer may terminate the employment of a worker for good cause after following a fair procedure.

(b) A worker will not receive severance pay on termination.

(c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

(d) A worker who is absent for more than three consecutive days without informing employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

(e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

L2.4.19 Certificate of Service

(a) On termination of employment, a worker is entitled to a certificate stating:

(i) The worker’s full name;

(ii) The name and address of the employer;

(iii) The EPWP on which the worker worked;

(iv) The work performed by the worker;

(v) Any training received by the worker as part of the EPWP;

(vi) The period for which the worker worked on the EPWP; and

(vii) Any other information agreed on by the employer and worker.

L2.5 VARIATIONS TO STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS

Notwithstanding the provisions of the above mentioned 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 R63 of 25 January 2002, the Contractor shall comply with the following relevant statutory legislation:

(a) Basic Conditions of Employment Act 75 of 1997
(b) Labour Relations Act 66 of 1995
(c) Employment Equity Act 55 of 1998 (Chapters 1 and 2)
(d) Occupational Health and Safety Act 85 of 1993
(e) Compensation for Occupational Injuries and Diseases Act 130 of 1993
(f) Skills Development Act of 1998

The statutory Department of Labour's Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

For the purposes of this contract, the following variations to the above-mentioned 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. R63 of 25 January 2002 shall apply. The Sub-clause numbers refer to the relevant Sub-clause number under Sub-clause E2.4 above.

Delete Sub Sub-clause E2.4.3 and replace with the following:

"Clauses 8, 9 and 10 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 8 makes provision for 45 hours/week."

Delete Sub Sub-clauses E2.4.6 and E2.4.7 and replace with the following:

"Clause 12 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (no. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 12 makes provision for a daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours."

Delete Sub-sub-clause E2.4.14 and replace with the following:

"Sub-clause 5(1) (a) of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Sub-clause 5(1) (a) makes provision for employees to be paid weekly, fortnightly or monthly."

L2.6 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

L2.6.1 Requirements for the sourcing and engagement of labour.

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

(b) The current minimum daily wage rate for unskilled labour is as determined by SAFCEC.

(c) Tasks established by the contractor must be such that:
a) The average worker completes 5 tasks per week in 40 hours or less; and
b) The weakest worker completes 5 tasks per week in 55 hours or less.

(d) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of sub-sub-clause E2.6.1 (c) above.

(e) The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

(i) Where the head of the household has less than a primary school education;

(ii) That have less than one full time person earning an income;

(iii) Where subsistence agriculture is the source of income; and

(iv) Those that are not in receipt of any social security pension income

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

(i) 40% women;

(ii) 20% youth who are between the ages of 18 and 35; and

(iii) 2% persons with disabilities.

L2.6.2 Specific provisions pertaining to SANS 1914-5

(a) Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

(b) Contract participation goals

(i) The specified contract participation goal for the contract is 20% of the award value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

(ii) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

(c) Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

(d) Variations to SANS 1914-5

(i) The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.

(ii) The schedule referred to in clause 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

L2.6.3 Training of targeted labour

(a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

(b) The cost of the formal training of targeted labour will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo

training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

(c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

(d) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of sub clause E2.6.3(c) above.

(e) Proof of compliance with the requirements of sub-clause E2.6.3 (b) to (d) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

L2.7 GENERIC LABOUR-INTENSIVE SPECIFICATION

L2.7.1 Applicable Standardized Specification

The Construction and Management Requirements for Works Contracts:

Specification SANS 1921-5: 2004, Part 5: Earthworks Activities, which are to be performed by Hand, shall apply as additional Works Specifications to this contract. The South African National Standard SANS 1921-5: 2005 Specification is not bound in this document and it may be obtained from South African Standards (website www.stansa.co.za) or viewed by appointment at the offices of the Employer's Representative during normal working hours.

L2.7.2 Variations to SANS 1921-5: 2004, Part 5: Earthworks activities, which are to be performed by hand

Clause 4.2: Trench excavation

Add the following to sub-clause 4.2.1:

"The trenches which are to be excavated by hand are up to 1,5m deep."

Clause 4.4: Excavations other than in trenches

Replace sub-sub-clause 4.4.1 with the following:

"All material excavatable by hand related to the items listed in Table 4.13/1 shall be excavated by hand."

Clause 4.7: Loading

Delete and replace with the following:

"Loading of material in areas difficult for the specialised equipment (restricted areas) shall be done by hand."

Clause 4.8: Haul

Add the following:

"This clause shall not apply to this contract."

Clause 4.10: Spreading

Add the following:

"This clause shall apply to this contract only provided the material can be economically spread by hand."

Add the following new clauses 4.13 and 4.14:

4.13 : Labour-intensive Work

The items/activities that shall be done by hand are listed/provided in Part C4: Site Information. These listed items and others indicated by the prefix LI in the Bill of Quantities are compulsory and may not be executed in any other way.

The contractor may identify further activities to increase the labour component of the contract.

4.14: Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.The Contractor may also propose to the Engineer additional labour based activities, or alternative activities in place of any of the above-mentioned activities that cannot be executed using labour based methods due to unforeseen and abnormal circumstances.The Contractor shall take cognizance of his General Obligations and the contribution of Targeted Labour to the Contractor Participation Goal (CPG) specified for the contract. Before commencing with any labour-intensive operations the Contractor shall discuss his intentions with the Engineer, and shall submit to the Engineer on a weekly basis, daily labour returns indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged."

L2.8 MEASUREMENT AND PAYMENT

Prescribed Labour-intensive work

Those parts of the Works included in the contract, which are to be constructed using labour-intensive methods have been marked in the Schedule / Bill of Quantities. The pay items or sub-items of the works, or parts of the works which are to be constructed using labour-intensive methods only are marked by the letter LI as included in the

Payment Refers Column for that item. The use of plant to provide such works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with LI are not necessarily an exhaustive list of all the activities which may be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in this Works Specifications.

Payment for items which are designated to be constructed labour-intensively (either in the Schedule / Bill of Quantities or in the Scope of Work) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which is to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS and SANS standards

a) The following SANS 1921 Construction Works standards and associated specification data are applicable:

i) SANS 1921-1 : General
ii) SANS 1921-2 : Accommodation of traffic on public roads occupied by the contractor
iii) SANS 1921-3 : Structural steelwork
iv) SANS 1921-4 : Third party management support
v) SANS 1921-5 : Earthworks activities which are to be performed by hand
vi) SANS 1921-6 : HIV/AIDS Awareness

b) The specification data applicable to the SANS 1921 standards referred to in a) are as follows:

Standard	Clause	Specification Data
SANS 1921-1	Essential Data:	
	4.1.7	There are no requirements for drawings, information and calculations for which the Contractor is responsible.
	4.2.1	The responsibility strategy assigned to the Contractor for the works is A.
	4.9.3	The trees and shrubs which are not to be disturbed are identified in the Scope of Works.
	4.14	The requirements for the Facilities for the Engineer are stipulated in the Scope of Works
	Variations:	

Standard	Clause	Specification Data
SANS 1921-5	Essential Data:	
	5.1	The depth of trenches which are to be excavated by hand is 1.5 m.
	Variations:	

Standard	Clause	Specification Data

SANS 1921-6	Essential Data:	
	5.2.1(a)	A qualified service provider is a service provider is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field
	Variations:	

C3.5.1.2 Planning and programming

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction.

The Employer accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalisation and approval of the construction programme.

The Contractor shall submit his programme of work to the Engineer not later than 14 days after the Contractor has been notified of the acceptance of his Tender and only

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If the programme submitted by the Contractor in terms of Clause 15 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

C3.5.1.3 Sequence of the works

The sequence of the works shall be indicated on the construction programme as required above.

C3.5.1.4 Software application for programming

The format for programming shall be Microsoft Projects and delivery shall be made by means of paper documentation and/or electronic form.

C3.5.1.5 Methods and procedures

The Contractor shall deploy the required methods and procedures during the phases of this contract to keep the progress of the Works up to-date with the critical path on the construction programme. All construction methods and procedures will be monitored by the Engineer.

C3.5.1.6 Quality plans and control management

The onus to produce work that conforms in quality and accuracy of detail to requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced personnel, together with all transport, equipment and tools to ensure adequate supervision and positive control of the Works at all times.

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

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.5.1.7 Environment

C3.5.1.7.1 Preamble

The Contractor, and any person working in a construction area is to ensure that he and his employees are at all times fully aware of, and sensitive to the need to conserve the environment in which he is working, and to leave it, if possible, in a better state than that in which he found it.

The environment includes, inter alia, the quality of soil, water, air, plant life, animal life and human life, including both the social and physical condition under which people live.

C3.5.1.7.2 Site Management

- Maintenance of plant and vehicles is to be carried out on hard standings. Any such hard standing shall be removed on completion
- All waste, including oils, fuels, containers, and other used excess materials shall be placed in waste bins and removed from the site or taken to an approved disposal site.
- Any top soil removed shall be stacked in piles of heights less than 1m and is to be re-spread and seeded with appropriate varieties of plants on completion of the works.
- Fuel and lubricant stores should be on hard standing, preferable fenced. Spillage on the hard bare ground is not permissible.
- Water courses may not be interfered with or altered in any way.
- Toilet facilities are to be provided for use of all employees. The contractor is to ensure that they are correctly maintained and used
- Condoms shall be provided on site.

C3.5.1.7.3 Erosion Control

- On roads with gradients greater than 10% drains, are to be provided at 10m intervals to 15m intervals on erodible soils.
- Adequate sedimentation control measures will be enforced where excavations or disturbance of drainage lines or wetlands may take place.
- During infrastructure development, erosion control measures have to be included in construction plans.
- Roads are to have storm water drainage canals.

C3.5.1.7.4 Solid Waste Management

- No on-site burying of dumping of any waste materials or litter shall occur. The contractor shall provide vermin and weather - proof bins with lids of sufficient number and capacity to store the solid waste produced on a daily basis.

C3.5.1.7.5 'NO - GO' AREAS

- Certain areas shall be 'no – go' areas. These include naturally vegetated areas such as drainage and thicket lines, riverine areas, wetland etc. Such areas shall not be included in the layout for field cultivation and are to be left undisturbed.
- 'No – go' areas are to be clearly demarcated.
- The contractor shall ensure that no person, machinery equipment of materials enter the 'no – go' areas at any time.

C3.5.1.7.6 Protection of flora and fauna and community relations

- The contractor shall ensure that all flora species within the project that have marked, will not be removed, damaged or disturbed.
- Trapping, poisoning and/or shooting of animals is strictly forbidden.
- The contractor shall ensure that all unmarked trees removed from the field shall be moved to the edge of the field for collection by the community for use as fuel. Only shrubs may be burnt.

C3.5.1.7.7 Water Contamination

- Potential pollutants of any kind and in any form shall be kept, stored and used in such a manner that any escape can be contained and the water table not endangered. Water containing such pollutants as cements, concrete, lime, chemicals and fuels shall be discharged into a conservancy tank for removal from the site. This particularly applies

to water emanating from concrete batching plants and concrete swills, and to runoff from fuel depots/workshop/truck washing areas.

-

C3.5.1.8 Accommodation of traffic on public roads occupied by the contractor.

The Contactor is responsible to incorporate all safety measures to ensure that the travelling public commutes with minimum inconvenience and maximum safety. The Contractor will also be responsible to deploy the necessary personnel, road signs, barricades and any other warning devices to establish the required traffic control facilities and to eliminate hazardous road conditions.

C3.5.1.9 Testing, completion, commissioning, and correction of defects

The Contractor must allow in his tender for all test and corresponding services that are required from him. The Contractor must be able to provide quality results to the Engineer as proof compliance to the Specifications.

C3.5.1.10 Recording of weather

Daily rainfall and temperature records are to be maintained by the Contractor and this data entered in the Daily Diary.

C3.5.1.11 Format of communications

A triplicate book for Site Instructions shall be supplied free of charge by the Contractor and shall at all times be kept on the Site and accessible to the Engineer during normal working hours. At the end of the Contract the Contractor shall hand the Site Instruction Book to the Engineer.

C3.5.1.12 Key personnel

It is the Contractor's responsibility to provide all particulars of key personnel if and when required by the Engineer.

C3.5.1.13 Management meeting

Site meetings will be held (normally at weekly intervals) to evaluate the progress of the Contract and to discuss matters pertaining to the Contract. . All parties will be informed of site meetings.

The dates and times of the site meetings will be determined by the Employers Agent.

The Contractor's Authorised Representative shall attend all site meetings on the site with the Employer.

Failure of the Contractor's Authorised Representative to attend any such meeting shall be considered a serious breach of Contract, and the Client will take action against such defaults.

C3.5.1.14 Forms of contract administration

All quality control forms over and above those mentioned in C3.5.1.10 above may be provided by the Engineer and/or requested by the Engineer from the Contractor. The Contactor shall then supply such forms with the relevant information at any set time.

C3.5.1.15 Electronic payments

The Contractor shall provide all banking details relevant to the tendering company as requested in the list of returnable documents.

C3.5.1.16 Daily Records

All daily records are to be according to C3.5.1.10

C3.5.1.17 Bonds and guarantees

The liability of the guarantee shall be for the percentage, as stipulated in C1.2: Contract Data of this document, of the contract amount that the tenderer will be appointed for. The guarantee must be submitted to the Engineer as stipulated in C1.2: Contract Data of this document.

C3.5.1.18 Payment Certificates

The Contractor shall be responsible for preparing his/her payment certificates on upon approval of the Engineer of the measured quantity of the work done. The engineer will validate the claim and submit it for payment by the Employer.

Fixed-charge and Value-related Items

The sum tendered for each relevant fixed-charged and value-related item will be paid as follows:

50% with the first certificate but subject to a maximum initial payment of 5% of the nett accepted value of scheduled work excluding the preliminary and general section

25% when the value of work completed reached 50% of the measured value

25% with the final certificate shall be paid when the Contractor has met all his obligations in respect of the relevant items

Time-related Items

Payment for time-related items will be effected as follows only after payment for the relevant fixed-charge item has been made: Items will be scheduled as monthly rates and paid accordingly with every monthly certificate.

NOTE: An approved extension of time will qualify the Contractor to receive payment for each relevant time-related item for the extension in months, and part thereof, valued at the unit monthly rate tendered.

C3.5.1.19 Permits

The Contractor is responsible to obtain any necessary permits relevant to the location works and/or requirement of the Employer.

C3.5.2 HEALTH AND SAFETY

C3.5.2.1 Health and safety requirements and procedures

C3.5.2.2 OCCUPATIONAL HEALTH AND SAFETY

Both the "Factories, Machinery and Building Work Act (Act 22 of 1955) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SANS 1200

standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993) as amended and the Construction Regulations 2003 published in terms of the said act during 2003.

C3.5.2.3 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The works requires the Contractor to excavate in public areas, in residential as well as business and industrial areas where pedestrians and vehicular traffic will be encountered. The Contractor shall protect the site of works from the public for the duration of the activities at the various sites. Before the Contractor leaves a site, the surface shall be reinstated to its original state before construction started.

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitable safeguarded and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor. The Contractor shall also ensure that excavations are shored or otherwise made safe. No additional payment will be made to the Contractor for complying to these requirements.

The excavations will be in developed areas. The Engineer submitted the drawings to various service authorities to mark their services on the drawings. The Contractor shall take care in excavation and assume that there may be services such as high voltage cables even though it is not marked on the drawings. The Contractor shall take note of the possibility of overhead services and plan accordingly. Some excavations may be in existing pipe trenches and there is a possibility of hazardous materials that were disposed of during backfilling. In the construction of the toilets, the height of the structures and the precast concrete roof slab will need power equipment to lift and position.

C3.5.2.4 OCCUPATIONAL HEALTH AND SAFETY PLAN

The Contractor’s Occupational Health and Safety Plan must be approved by the Employer before any construction work may commence. In case of a variation order the Contractor shall do a risk assessment of the work involved in the VO and if necessary must adjust his Occupational Health and Safety Plan accordingly. Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

C3.5.2.5 Barricades and lighting

In terms of the Occupational Health and Safety Act, No 85 of 1993 every excavation that is accessible to the public or that is adjacent to a public road or thoroughfare, or by which the safety of persons may be endangered, shall be

C3.5.2.5.1 Excavations Other Than Trenches:

(a) Adequately protected by a barrier or fence at least one metre high erected as close to the excavation as is practicable; and

(b) Inspected by watchmen employed by the Contractor to ensure that barricades are effective at all times.

C3.5.2.5.2 Safeguarding of Excavations

The Contractor or his agent or representative appointed in writing shall be deemed to be and shall be both the "employer" and "a person who is competent to pronounce on the safety" of all bracing and shoring as set out in Regulation 13 (Demolition and Excavation) of the General Safety Regulations of the Occupational Health and Safety Act, No 85 of 1993.

C3.5.2.6 Finishing and Tidying

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

C3.5.2.7 Measures against disease and epidemics

The Contractor should take all reasonable steps to safeguard the site against the spread of disease and epidemics.

C3.5.2.8 Aids awareness

The Contractor should acquaint himself with local HIV/AIDS awareness campaigns and in conjunction with the said awareness campaigns educate and inform all employees.

C4 SITE INFORMATION

The following locality sketch is included overleaf:

Site Locality Plan



C5 ANNEXURES

C5.1 DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

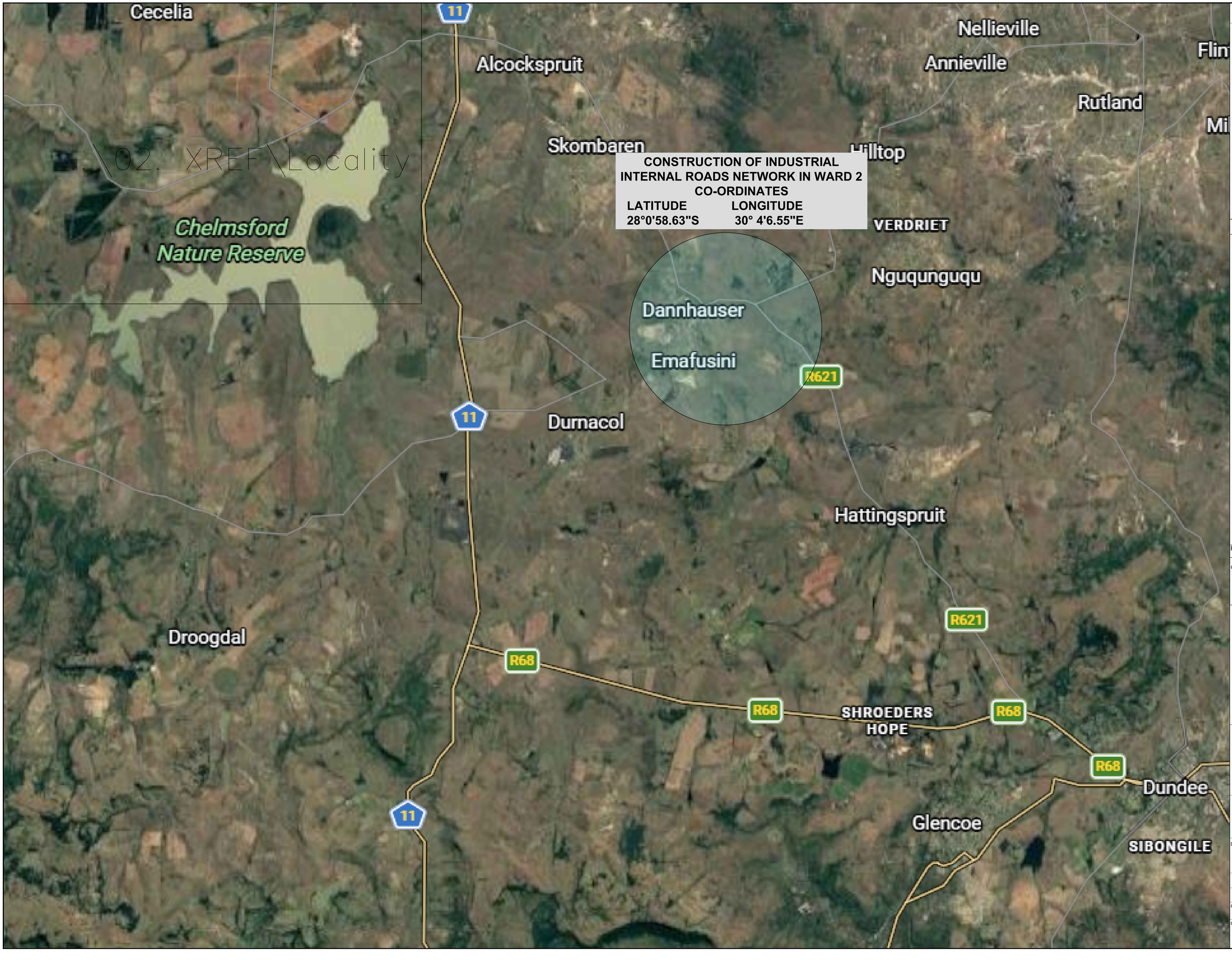
All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

The drawings listed in the table overleaf have been bound into the document.

Tenderers are to ensure that they receive a complete set of the tender drawings and must immediately inform the Engineer of any drawings that are missing so that further copies can be issued.

LIST OF DRAWINGS ISSUED FOR TENDER:

NUMBER	REV	DESCRIPTION
V10-19-05-100-LP-T-00	0	LOCALITY PLAN
V10-19-05-000-LAY-T-00	0	SITE LAYOUT
V10-19-05-001-LAY-00	0	ROAD 1 LAYOUT
V10-19-05-002-LAY-T-00	0	ROAD 2 LAYOUT
V10-19-05-003-LAY-T-00	0	ROAD 3 LAYOUT
V10-19-05-004-LAY-T-00	0	ROAD 4 LAYOUT
V10-19-05-005-LSEC-T-00	0	LONG SECTION ROAD 1 AND ROAD 2
V10-19-05-006-LSEC-T-00	0	LONG SECTION ROAD 1 AND ROAD 2
V10-19-05-007-LSEC-T-00	0	LONG SECTION ROAD 1 AND ROAD 2
V10-19-05-008-CSEC-T-00	0	CROSS SECTION ROAD 2
V10-19-05-009-CSEC-T-00	0	CROSS SECTION ROAD 3 AND 4
V10-19-05-010-INDET-T-00	0	KERB INLET STANDARD DETAILS
V10-19-05-011-MHDET-T-00	0	MANHOLE STANDARD DETAILS
V10-19-05-012-PEDET-T-00	0	PEDISTRIAN SCOOP AND HEADWALL DETAILS
V10-19-05-101-RSCH&DET-T-00	0	ROAD SEIGN SCHEDULE AND DETAILS
V10-19-04-102-SB-T-00	0	SIGN BOARD



NOTES

Revisions

REV. NO.	DATE	DESCRIPTION

Checked by Professional Consultant SM

Signature JUN- 2026 Date

PROJECT MANAGERS & ENGINEERS
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DANNHAUSER
LOCAL MUNICIPALITY

CONSTRUCTION OF THE INTERNAL
INDUSTRIAL ROADS NETWORK IN WARD 2

Drawing description

LOCALITY PLAN

Drawn A NGWENYA Date: JUN- 2026

AS SHOWN

Consultant Drawing number

V10-19-05-100-LP-T-00

Client Drawing number

BENCHMARK LIST

LO 31 WGS 84

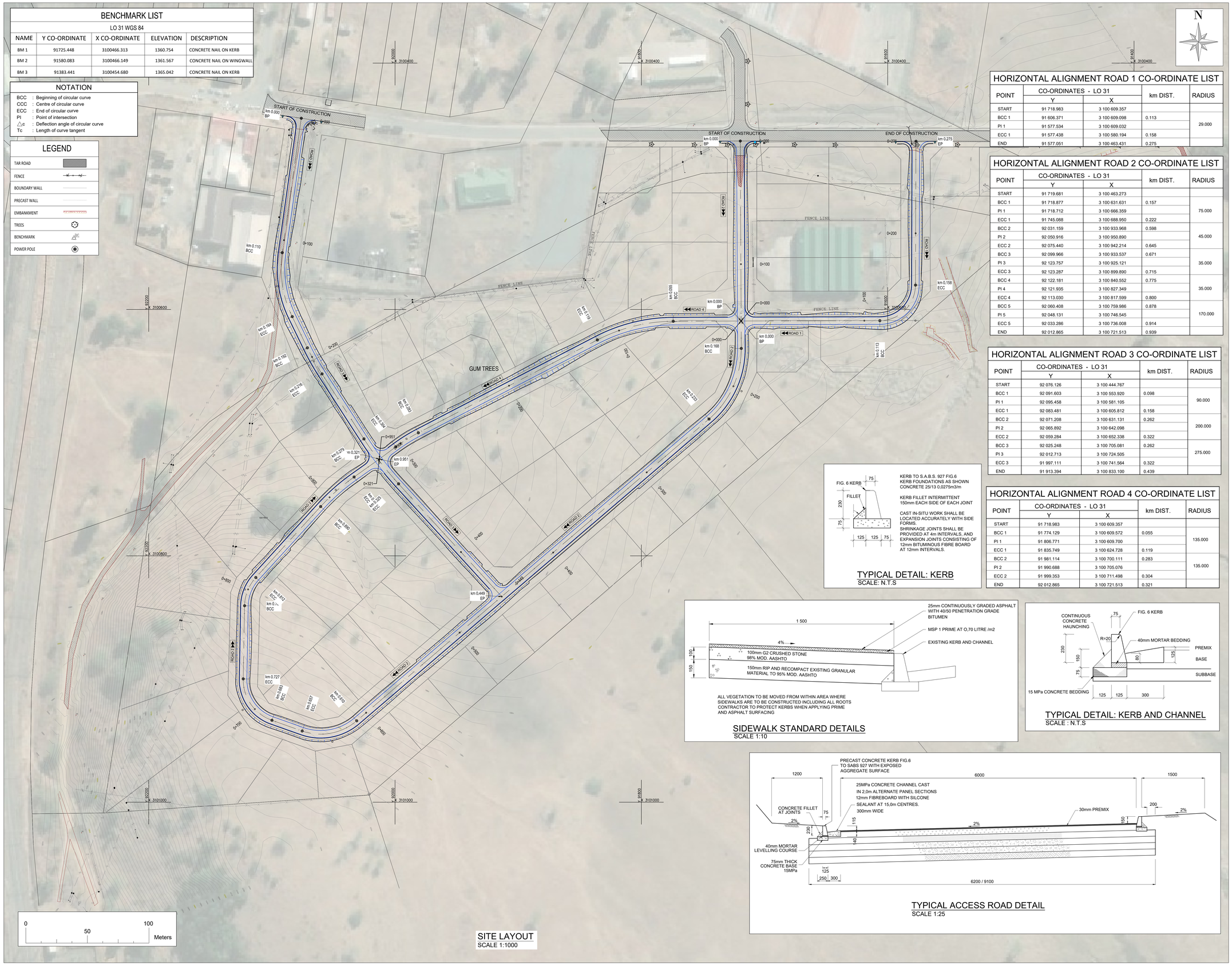
NAME	Y CO-ORDINATE	X CO-ORDINATE	ELEVATION	DESCRIPTION
BM 1	91725.448	3100466.313	1360.754	CONCRETE NAIL ON KERB
BM 2	91580.083	3100466.149	1361.567	CONCRETE NAIL ON WINGWALL
BM 3	91383.441	3100454.680	1365.042	CONCRETE NAIL ON KERB

NOTATION

BCC : Beginning of circular curve
CCC : Centre of circular curve
ECC : End of circular curve
PI : Point of intersection
△c : Deflection angle of circular curve
Tc : Length of curve tangent

LEGEND

TAR ROAD
FENCE
BOUNDARY WALL
PRECAST WALL
EMBANKMENT
TREES
BENCHMARK
POWER POLE



SITE LAYOUT
SCALE 1:1000

HORIZONTAL ALIGNMENT ROAD 1 CO-ORDINATE LIST

POINT	CO-ORDINATES - LO 31 Y	CO-ORDINATES - LO 31 X	km DIST.	RADIUS
START	91 718.983	3 100 609.357		
BCC 1	91 606.371	3 100 609.098	0.113	29.000
PI 1	91 577.534	3 100 609.032		
ECC 1	91 577.438	3 100 580.194	0.158	
END	91 577.051	3 100 463.431	0.275	

HORIZONTAL ALIGNMENT ROAD 2 CO-ORDINATE LIST

POINT	CO-ORDINATES - LO 31 Y	CO-ORDINATES - LO 31 X	km DIST.	RADIUS
START	91 719.681	3 100 463.273		
BCC 1	91 718.877	3 100 631.631	0.157	75.000
PI 1	91 718.712	3 100 666.359		
ECC 1	91 745.088	3 100 688.950	0.222	
BCC 2	92 031.159	3 100 933.968	0.598	45.000
PI 2	92 050.916	3 100 950.890		
ECC 2	92 075.440	3 100 942.214	0.645	
BCC 3	92 099.966	3 100 933.537	0.671	35.000
PI 3	92 123.757	3 100 925.121		
ECC 3	92 123.287	3 100 899.890	0.715	
BCC 4	92 122.181	3 100 840.552	0.775	35.000
PI 4	92 121.935	3 100 827.349		
ECC 4	92 113.030	3 100 817.599	0.800	
BCC 5	92 060.408	3 100 759.986	0.878	170.000
PI 5	92 048.131	3 100 746.545		
ECC 5	92 033.286	3 100 736.008	0.914	
END	92 012.865	3 100 721.513	0.939	

HORIZONTAL ALIGNMENT ROAD 3 CO-ORDINATE LIST

POINT	CO-ORDINATES - LO 31 Y	CO-ORDINATES - LO 31 X	km DIST.	RADIUS
START	92 076.126	3 100 444.767		
BCC 1	92 091.603	3 100 553.920	0.098	90.000
PI 1	92 095.458	3 100 581.105		
ECC 1	92 083.481	3 100 605.812	0.158	
BCC 2	92 071.208	3 100 631.131	0.262	200.000
PI 2	92 065.892	3 100 642.098		
ECC 2	92 059.284	3 100 652.338	0.322	
BCC 3	92 025.248	3 100 705.081	0.262	275.000
PI 3	92 012.713	3 100 724.505		
ECC 3	91 997.111	3 100 741.564	0.322	
END	91 913.394	3 100 833.100	0.439	

HORIZONTAL ALIGNMENT ROAD 4 CO-ORDINATE LIST

POINT	CO-ORDINATES - LO 31 Y	CO-ORDINATES - LO 31 X	km DIST.	RADIUS
START	91 718.983	3 100 609.357		
BCC 1	91 774.129	3 100 609.572	0.055	135.000
PI 1	91 806.771	3 100 609.700		
ECC 1	91 835.749	3 100 624.728	0.119	
BCC 2	91 981.114	3 100 700.111	0.283	135.000
PI 2	91 990.688	3 100 705.076		
ECC 2	91 999.353	3 100 711.498	0.304	
END	92 012.865	3 100 721.513	0.321	

KERB TO S.A.B.S. 927 FIG.6
KERB FOUNDATIONS AS SHOWN
CONCRETE 25/13 0,0275m3/m

KERB FILLET INTERMITTENT
150mm EACH SIDE OF EACH JOINT

CAST IN-SITU WORK SHALL BE LOCATED ACCURATELY WITH SIDE FORMS.
SHRINKAGE JOINTS SHALL BE PROVIDED AT 4m INTERVALS, AND EXPANSION JOINTS CONSISTING OF 12mm BITUMINOUS FIBRE BOARD AT 12mm INTERVALS.

TYPICAL DETAIL: KERB
SCALE: N.T.S

SIDEWALK STANDARD DETAILS
SCALE 1:10

TYPICAL DETAIL: KERB AND CHANNEL
SCALE : N.T.S

TYPICAL ACCESS ROAD DETAIL
SCALE 1:25

TENDER DRAWING

NOTES

1. CLEAR AND REMOVE ALL DEBRIS, UNMARKED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.
2. EXCAVATE TO SPOIL ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.
4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORKS AND TO EXISTING STRUCTURES.
5. ALL SLOPE BANKS TO BE 1:2, IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED, THE REVISED SLOPES MUST BE AGREED ON BY THE ENGINEER ON SITE.
6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1200 / COTO SPECIFICATION.
7. ALL COMPACTION TESTS REQUIRED AS PER ENGINEERS SPECIFICATION.
8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THIS DRAWING ARE AS PER THE SURVEY DATA SUPPLIED. THE CONTRACTOR IS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.
9. ALLOWANCE TO BE MADE FOR SHORING VERTICAL EXCAVATIONS.
10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.
11. SETTING OUT COORDINATES ARE IN THE WGS84 Lo 31 COORDINATE SYSTEM.
WG31 = Lo31
WGS4 = System Surveyor uses to measure
12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.
14. ALL BELLMOUTH INTERSECTIONS TO BE CONSTRUCTED WITH SHOWN RADIUS, AS PER KZN DOT TYPE B3 ACCESS.
15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER. 450mm/600mm Ø CONCRETE SPIGOT AN SOCKET CLASS 75D TO HAVE A MINIMUM GRADE OF 1% AND MINIMUM COVER OF 800mm BELOW FINISHED ROAD LEVEL
16. POINTS SHOWN INDICATE FINISHED ROAD LEVEL.
17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON-SITE.

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

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DANNHAUSER LOCAL MUNICIPALITY

Project

CONSTRUCTION OF INTERNAL ROAD NETWORK

Drawing description

INTERNAL ROAD SITE LAYOUT

Drawn:	Date:
J RAMGHULAM	**JUNE 2026**
Scale(s):	Sheet No.:
AS SHOWN	**Sheet 1 OF 1**
Consultant Drawing number	Drawing Size
V10-19-05-000-LAY-T-00	**A0**

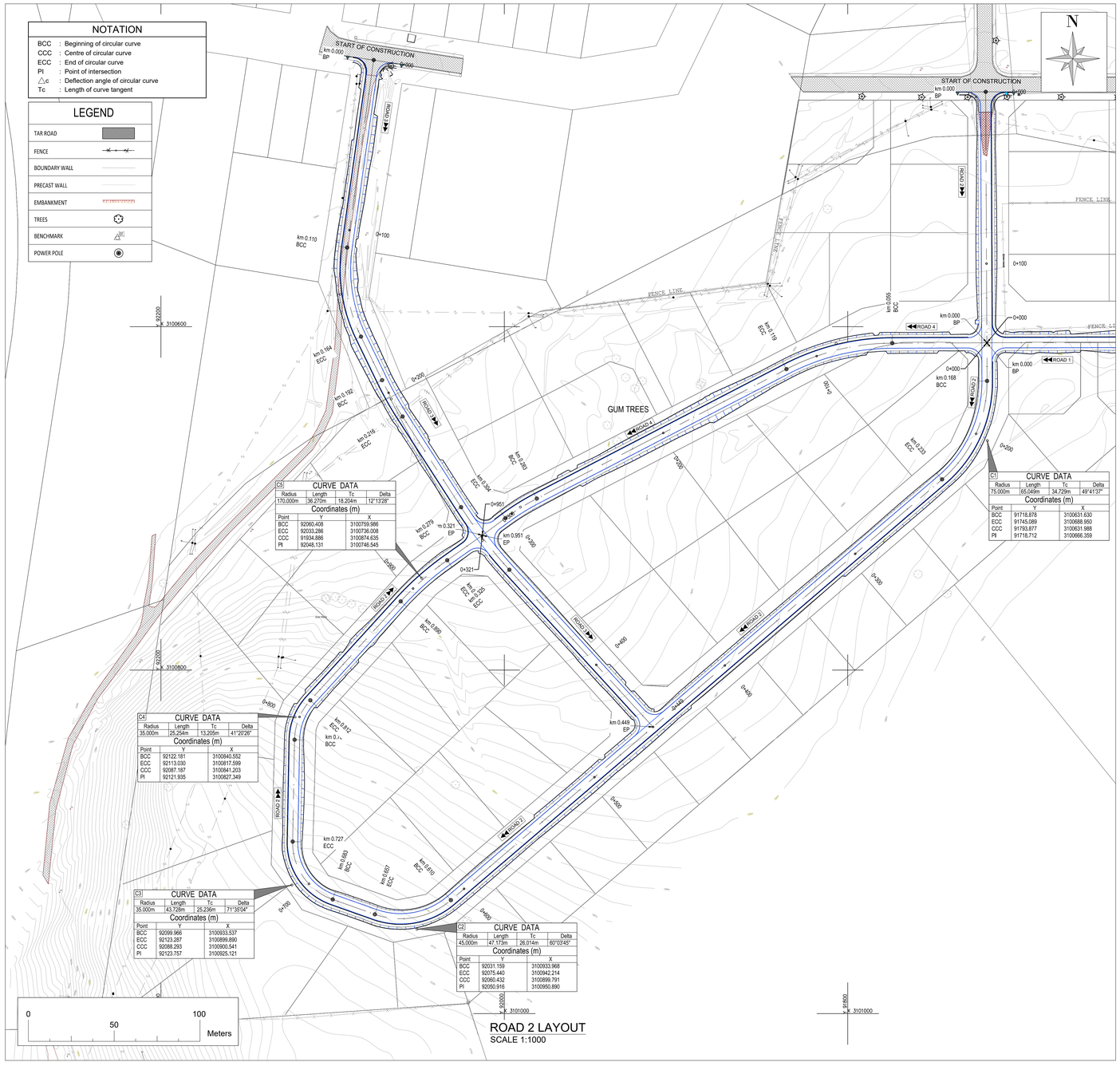
Client Drawing number

NOTATION

BCC : Beginning of circular curve
CCC : Centre of circular curve
ECC : End of circular curve
PI : Point of intersection
△c : Deflection angle of circular curve
Tc : Length of curve tangent

LEGEND

TAR ROAD
FENCE
BOUNDARY WALL
PRECAST WALL
EMBANKMENT
TREES
BENCHMARK
POWER POLE



C5 CURVE DATA

Radius	Length	Tc	Delta
170.000m	36.270m	18.204m	12°13'28"

Coordinates (m)

Point	Y	X
BCC	92060.408	3100759.986
ECC	92033.286	3100736.008
CCC	91934.896	3100874.635
PI	92048.131	3100746.545

C1 CURVE DATA

Radius	Length	Tc	Delta
75.000m	65.040m	34.729m	49°41'37"

Coordinates (m)

Point	Y	X
BCC	91718.878	3100831.630
ECC	91745.089	3100688.950
CCC	91793.877	3100631.988
PI	91718.712	3100866.359

C4 CURVE DATA

Radius	Length	Tc	Delta
35.000m	25.254m	13.205m	41°20'26"

Coordinates (m)

Point	Y	X
BCC	92122.181	3100840.552
ECC	92113.030	3100817.599
CCC	92087.187	3100841.203
PI	92121.935	3100827.349

C3 CURVE DATA

Radius	Length	Tc	Delta
35.000m	43.728m	25.236m	71°35'04"

Coordinates (m)

Point	Y	X
BCC	92099.966	3100933.537
ECC	92123.287	3100899.890
CCC	92088.293	3100900.541
PI	92123.757	3100925.121

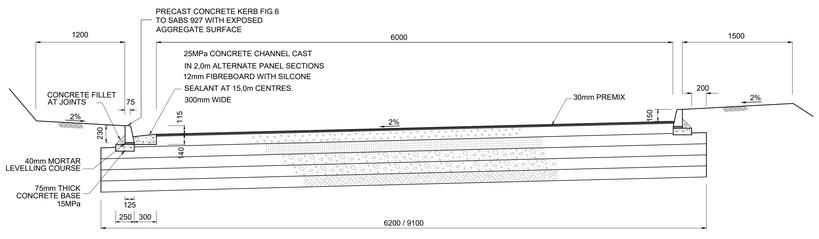
C2 CURVE DATA

Radius	Length	Tc	Delta
45.000m	47.173m	26.014m	60°03'45"

Coordinates (m)

Point	Y	X
BCC	92031.159	3100933.968
ECC	92075.440	3100942.214
CCC	92060.432	3100899.791
PI	92050.916	3100950.690

ROAD 2 LAYOUT
SCALE 1:1000



TYPICAL ACCESS ROAD DETAIL
SCALE 1:25

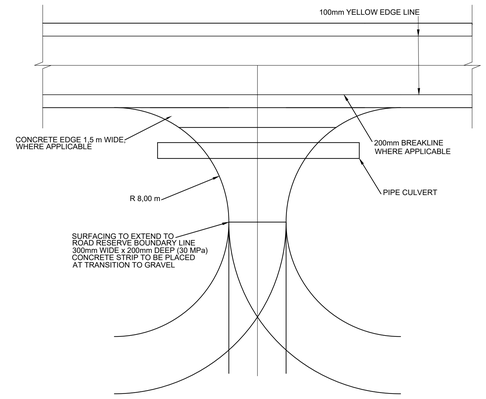
BENCHMARK LIST

LO 31 WGS 84

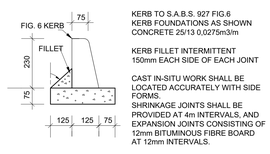
NAME	Y CO-ORDINATE	X CO-ORDINATE	ELEVATION	DESCRIPTION
BM 1	91725.448	3100466.313	1360.754	CONCRETE NAIL ON KERB
BM 2	91580.083	3100466.149	1361.567	CONCRETE NAIL ON WINGWALL
BM 3	91383.441	3100454.680	1365.042	CONCRETE NAIL ON KERB

HORIZONTAL ALIGNMENT ROAD 2 CO-ORDINATE LIST

POINT	CO-ORDINATES - LO 31		km DIST.	RADIUS
	Y	X		
START	91 719.681	3 100 463.273		
BCC 1	91 718.877	3 100 631.631	0.157	
PI 1	91 718.712	3 100 666.359		75.000
ECC 1	91 745.088	3 100 688.950	0.222	
BCC 2	92 031.159	3 100 933.968	0.598	
PI 2	92 050.916	3 100 950.890		45.000
ECC 2	92 075.440	3 100 942.214	0.645	
BCC 3	92 099.966	3 100 933.537	0.671	
PI 3	92 123.757	3 100 925.121		35.000
ECC 3	92 123.287	3 100 899.890	0.715	
BCC 4	92 122.181	3 100 840.552	0.775	
PI 4	92 121.935	3 100 827.349		35.000
ECC 4	92 113.030	3 100 817.599	0.800	
BCC 5	92 060.408	3 100 759.986	0.878	
PI 5	92 048.131	3 100 746.545		170.000
ECC 5	92 033.286	3 100 736.008	0.914	
END	92 012.865	3 100 721.513	0.939	



TYPE B3 ACCESS
SCALE 1: 150

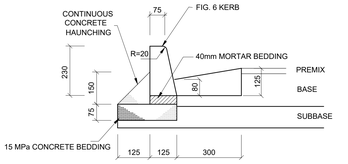


KERB TO S.A.B.S. 927 FIG.6
KERB FOUNDATIONS AS SHOWN
CONCRETE 25/13 0,0275m3/m

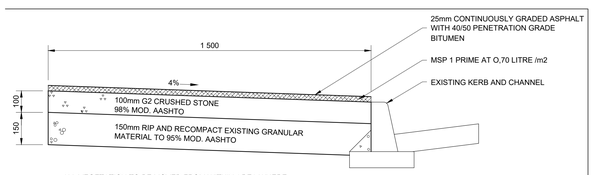
KERB FILLET INTERMITTENT
150mm EACH SIDE OF EACH JOINT

CAST IN-SITU WORK SHALL BE LOCATED ACCURATELY WITH SIDE FORMS.
SHRINKAGE JOINTS SHALL BE PROVIDED AT 4m INTERVALS, AND EXPANSION JOINTS CONSISTING OF 12mm BITUMINOUS FIBRE BOARD AT 12mm INTERVALS.

TYPICAL DETAIL: KERB
SCALE: N.T.S



TYPICAL DETAIL: KERB AND CHANNEL
SCALE : N.T.S



ALL VEGETATION TO BE MOVED FROM WITHIN AREA WHERE SIDEWALKS ARE TO BE CONSTRUCTED INCLUDING ALL ROOTS CONTRACTOR TO PROTECT KERBS WHEN APPLYING PRIME AND ASPHALT SURFACING

SIDEWALK STANDARD DETAILS
SCALE 1:10

TENDER DRAWING

NOTES

1. CLEAR AND REMOVE ALL DEBRIS, UNMARKED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.
2. EXCAVATE TO SPOIL ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.
4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORKS AND TO EXISTING STRUCTURES.
5. ALL SLOPE BANKS TO BE 1:2. IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED, THE REVISED SLOPES MUST BE AGREED ON BY THE ENGINEER ON SITE.
6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1200 / COTO SPECIFICATION.
7. ALL COMPACTION TESTS REQUIRED AS PER ENGINEERS SPECIFICATION.
8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THIS DRAWING ARE AS PER THE SURVEY DATA SUPPLIED. THE CONTRACTOR IS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.
9. ALLOWANCE TO BE MADE FOR SHORING VERTICAL EXCAVATIONS.
10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.
11. SETTING OUT COORDINATES ARE IN THE WG84 Lo 31 COORDINATE SYSTEM.
WG31 = Lo31
WG84 = System Surveyor uses to measure
12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.
14. ALL BELLMOUTH INTERSECTIONS TO BE CONSTRUCTED WITH SHOWN RADIUS, AS PER KZN DOT TYPE B3 ACCESS.
15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER. 450mm/600mm Ø CONCRETE SPIGOT AN SOCKET CLASS 75D TO HAVE A MINIMUM GRADE OF 1% AND MINIMUM COVER OF 800mm BELOW FINISHED ROAD LEVEL
16. POINTS SHOWIN INDICATE FINISHED ROAD LEVEL.
17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON-SITE.

REV. NO. DATE DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd
144 Mark Street
P.O Box 1460
Vryheid
3100
Tel :034 980 7242
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Email :info@dlveng.co.za

DANNHAUSER LOCAL MUNICIPALITY

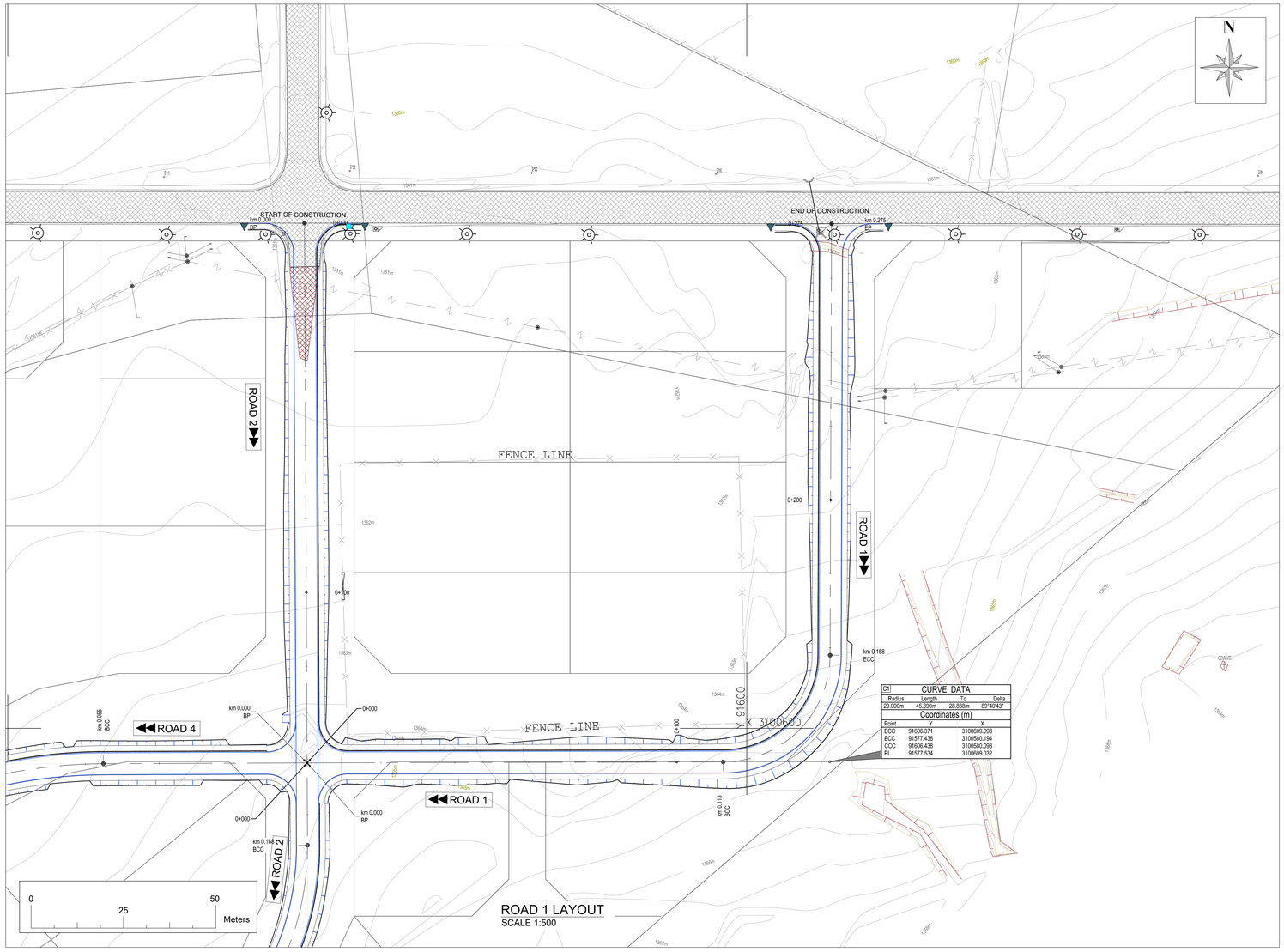
Project

CONSTRUCTION OF INTERNAL ROAD NETWORK

Drawing description

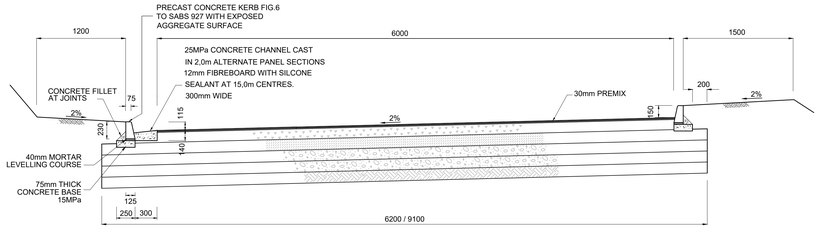
ROAD 2 LAYOUT (0.000km to 0.951)

Drawn: **J RAMGHULAM**	Date: **JUNE 2026**
Scale(s): **AS SHOWN**	Sheet No.: **Sheet 2 OF 4**
Consultant Drawing number **V10-19-05-002-LAY-T-00**	Drawing Size **A0**
Client Drawing number	



C1	CURVE DATA		
Radius	Length	Tc	Delta
29.000m	45.390m	28.838m	89°40'43"
Coordinates (m)			
Point	Y	X	
BCC	91606.371	3100609.098	
ECC	91577.438	3100580.194	
CCC	91606.438	3100580.098	
PI	91577.534	3100609.032	

ROAD 1 LAYOUT
SCALE 1:500



TYPICAL ACCESS ROAD DETAIL
SCALE 1:25

NOTATION

BCC	:	Beginning of circular curve
CCC	:	Centre of circular curve
ECC	:	End of circular curve
PI	:	Point of intersection
△c	:	Deflection angle of circular curve
Tc	:	Length of curve tangent

LEGEND

TAR ROAD	
FENCE	
BOUNDARY WALL	
PRECAST WALL	
EMBANKMENT	
TREES	
BENCHMARK	
POWER POLE	

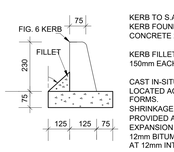
BENCHMARK LIST

LO 31 WGS 84

NAME	Y CO-ORDINATE	X CO-ORDINATE	ELEVATION	DESCRIPTION
BM 1	91725.448	3100466.313	1360.754	CONCRETE NAIL ON KERB
BM 2	91580.083	3100466.149	1361.567	CONCRETE NAIL ON WINGWALL
BM 3	91383.441	3100454.680	1365.042	CONCRETE NAIL ON KERB

HORIZONTAL ALIGNMENT ROAD 1 CO-ORDINATE LIST

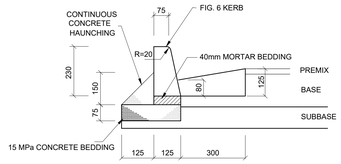
POINT	CO-ORDINATES - LO 31		km DIST.	RADIUS
	Y	X		
START	91 718.983	3 100 609.357		
BCC 1	91 606.371	3 100 609.098	0.113	29.000
PI 1	91 577.534	3 100 609.032		
ECC 1	91 577.438	3 100 580.194	0.158	
END	91 577.051	3 100 463.431	0.275	



KERB TO S.A.B.S. 927 FIG.6
KERB FOUNDATIONS AS SHOWN
CONCRETE 25/13 0,0275m3/m

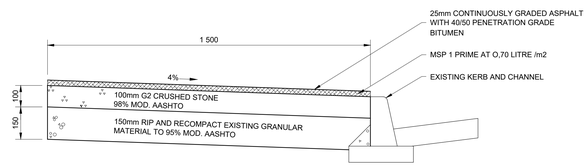
KERB FILLET INTERMITTENT
150mm EACH SIDE OF EACH JOINT

CAST IN-SITU WORK SHALL BE
LOCATED ACCURATELY WITH SIDE
FORMS.
SHRINKAGE JOINTS SHALL BE
PROVIDED AT 4m INTERVALS, AND
EXPANSION JOINTS CONSISTING OF
12mm BITUMINOUS FIBRE BOARD
AT 12mm INTERVALS.



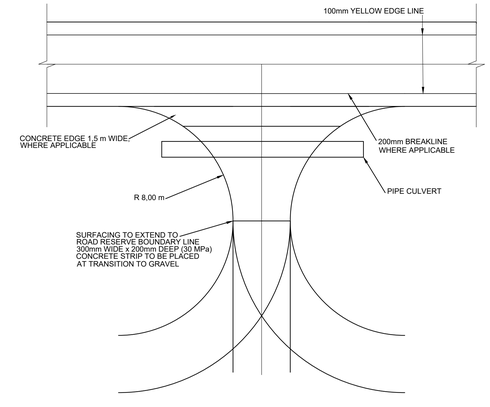
TYPICAL DETAIL: KERB
SCALE: N.T.S

TYPICAL DETAIL: KERB AND CHANNEL
SCALE : N.T.S



ALL VEGETATION TO BE MOVED FROM WITHIN AREA WHERE
SIDEWALKS ARE TO BE CONSTRUCTED INCLUDING ALL ROOTS
CONTRACTOR TO PROTECT KERBS WHEN APPLYING PRIME
AND ASPHALT SURFACING

SIDEWALK STANDARD DETAILS
SCALE 1:10



TYPE B3 ACCESS
SCALE 1: 150

TENDER DRAWING

NOTES

1. CLEAR AND REMOVE ALL DEBRIS, UNMARKED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.
2. EXCAVATE TO SPOIL ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.
4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORKS AND TO EXISTING STRUCTURES.
5. ALL SLOPE BANKS TO BE 1:2. IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED, THE REVISED SLOPES MUST BE AGREED ON BY THE ENGINEER ON SITE.
6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1200 / COTO SPECIFICATION.
7. ALL COMPACTION TESTS REQUIRED AS PER ENGINEERS SPECIFICATION.
8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THIS DRAWING ARE AS PER THE SURVEY DATA SUPPLIED. THE CONTRACTOR IS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.
9. ALLOWANCE TO BE MADE FOR SHORING VERTICAL EXCAVATIONS.
10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.
11. SETTING OUT COORDINATES ARE IN THE WG84 Lo 31 COORDINATE SYSTEM.
WG31 = Lo31
WG84 = System Surveyor uses to measure
12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.
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15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER. 450mm/600mm Ø CONCRETE SPIGOT AN SOCKET CLASS 75D TO HAVE A MINIMUM GRADE OF 1% AND MINIMUM COVER OF 800mm BELOW FINISHED ROAD LEVEL
16. POINTS SHOWN INDICATE FINISHED ROAD LEVEL.
17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON-SITE.

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd
144 Mark Street
P.O Box 1460
Vryheid
3100
Tel :034 980 7242
Fax :034 983 2765
Email :info@dlveng.co.za

DANNHAUSER LOCAL MUNICIPALITY

Project

CONSTRUCTION OF INTERNAL ROAD NETWORK

Drawing description

ROAD 1 LAYOUT
(0.000km to 0.275km)

Drawn: **J RAMGHULAM**	Date: **JUNE 2026**
Scale(s): **AS SHOWN**	Sheet No.: **Sheet 1 OF 4**
Consultant Drawing number **V10-19-05-001-LAY-T-00**	Drawing Size **A0**
Client Drawing number	

NOTATION

BCC : Beginning of circular curve
CCC : Centre of circular curve
ECC : End of circular curve
PI : Point of intersection
△c : Deflection angle of circular curve
Tc : Length of curve tangent

LEGEND

TAR ROAD
FENCE
BOUNDARY WALL
PRECAST WALL
EMBANKMENT
TREES
BENCHMARK
POWER POLE

START OF CONSTRUCTION
km 0.000
0+000
ROAD 3
FENCE LINE
km 0.110 BCC
0+100
GUM TREES
ROAD 4
ROAD 2
ROAD 3
km 0.102 BCC
0+080
km 0.216 ECC
km 0.279 BCC
km 0.321 EP
km 0.951 EP
0+957
0+321
km 0.226 ECC
km 0.325 ECC
km 0.660 BCC
km 0.880 BCC
km 0.164 ECC
0+400
0+600
km 0.449 EP
km 0.512 ECC
0+800
GUM TREES
Y 92200
X 3100800
0 25 50 Meters

C1 CURVE DATA

Radius	Length	Tc	Delta
90.000m	53.299m	27.457m	33°55'52"

Coordinates (m)

Point	Y	X
BCC	92091.603	3100553.920
ECC	92083.481	3100605.812
CCC	92002.494	3100566.555
PI	92095.458	3100581.105

C2 CURVE DATA

Radius	Length	Tc	Delta
200.000m	24.344m	12.187m	6°58'27"

Coordinates (m)

Point	Y	X
BCC	92071.208	3100631.131
ECC	92059.284	3100652.338
CCC	91891.237	3100543.893
PI	92065.892	3100642.098

C3 CURVE DATA

Radius	Length	Tc	Delta
275.000m	46.127m	23.118m	9°36'37"

Coordinates (m)

Point	Y	X
BCC	92025.248	3100705.081
ECC	91997.111	3100741.564
CCC	91794.183	3100555.970
PI	92012.713	3100724.505

ROAD 3 LAYOUT
SCALE 1:500

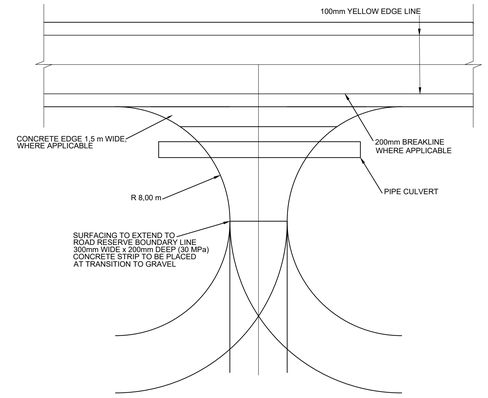
BENCHMARK LIST

LO 31 WGS 84

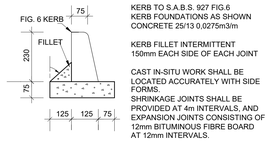
NAME	Y CO-ORDINATE	X CO-ORDINATE	ELEVATION	DESCRIPTION
BM 1	91725.448	3100466.313	1360.754	CONCRETE NAIL ON KERB
BM 2	91580.083	3100466.149	1361.567	CONCRETE NAIL ON WINGWALL
BM 3	91383.441	3100454.680	1365.042	CONCRETE NAIL ON KERB

HORIZONTAL ALIGNMENT ROAD 3 CO-ORDINATE LIST

POINT	CO-ORDINATES - LO 31		km DIST.	RADIUS
	Y	X		
START	92 076.126	3 100 444.767		
BCC 1	92 091.603	3 100 553.920	0.098	
PI 1	92 095.458	3 100 581.105		90.000
ECC 1	92 083.481	3 100 605.812	0.158	
BCC 2	92 071.208	3 100 631.131	0.262	
PI 2	92 065.892	3 100 642.098		200.000
ECC 2	92 059.284	3 100 652.338	0.322	
BCC 3	92 025.248	3 100 705.081	0.262	
PI 3	92 012.713	3 100 724.505		275.000
ECC 3	91 997.111	3 100 741.564	0.322	
END	91 913.394	3 100 833.100	0.439	



TYPE B3 ACCESS
SCALE 1: 150

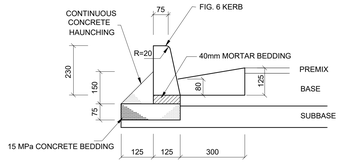


KERB TO S.A.B.S. 927 FIG.6
KERB FOUNDATIONS AS SHOWN
CONCRETE 25/13 0,0275m3/m

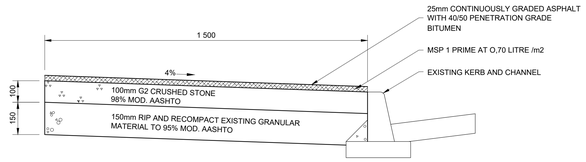
KERB FILLET INTERMITTENT
150mm EACH SIDE OF EACH JOINT

CAST IN-SITU WORK SHALL BE LOCATED ACCURATELY WITH SIDE FORMS.
SHRINKAGE JOINTS SHALL BE PROVIDED AT 4m INTERVALS; AND EXPANSION JOINTS CONSISTING OF 12mm BITUMINOUS FIBRE BOARD AT 12mm INTERVALS.

TYPICAL DETAIL: KERB
SCALE: N.T.S

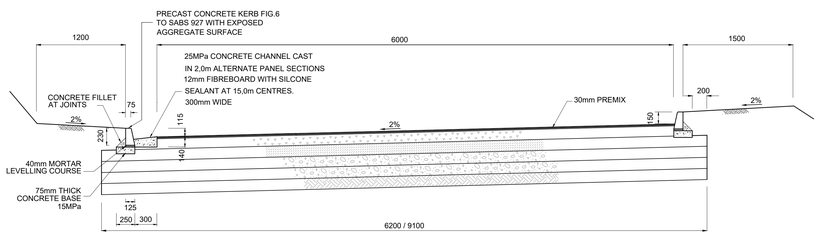


TYPICAL DETAIL: KERB AND CHANNEL
SCALE : N.T.S



ALL VEGETATION TO BE MOVED FROM WITHIN AREA WHERE SIDEWALKS ARE TO BE CONSTRUCTED INCLUDING ALL ROOTS CONTRACTOR TO PROTECT KERBS WHEN APPLYING PRIME AND ASPHALT SURFACING

SIDEWALK STANDARD DETAILS
SCALE 1:10



TYPICAL ACCESS ROAD DETAIL
SCALE 1:25

TENDER DRAWING

NOTES

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2. EXCAVATE TO SPOIL ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.
4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORKS AND TO EXISTING STRUCTURES.
5. ALL SLOPE BANKS TO BE 1:2, IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED, THE REVISED SLOPES MUST BE AGREED ON BY THE ENGINEER ON SITE.
6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1200 / COTO SPECIFICATION.
7. ALL COMPACTION TESTS REQUIRED AS PER ENGINEERS SPECIFICATION.
8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THIS DRAWING ARE AS PER THE SURVEY DATA SUPPLIED. THE CONTRACTOR IS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.
9. ALLOWANCE TO BE MADE FOR SHORING VERTICAL EXCAVATIONS.
10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.
11. SETTING OUT COORDINATES ARE IN THE WG84 Lo 31 COORDINATE SYSTEM.
WG31 = Lo31
WG84 = System Surveyor uses to measure
12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.
14. ALL BELLMOUTH INTERSECTIONS TO BE CONSTRUCTED WITH SHOWN RADIUS, AS PER KZN DOT TYPE B3 ACCESS.
15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER. 450mm/600mm Ø CONCRETE SPIGOT AN SOCKET CLASS 75D TO HAVE A MINIMUM GRADE OF 1% AND MINIMUM COVER OF 800mm BELOW FINISHED ROAD LEVEL
16. POINTS SHOWN INDICATE FINISHED ROAD LEVEL.
17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON-SITE.

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd
144 Mark Street
P.O Box 1460
Vryheid
3100
Tel :034 980 7242
Fax :034 983 2765
Email :info@dlveng.co.za

DANNHAUSER LOCAL MUNICIPALITY

Project

CONSTRUCTION OF INTERNAL ROAD NETWORK

Drawing description

ROAD 3 LAYOUT (0,000km TO 0,448km)

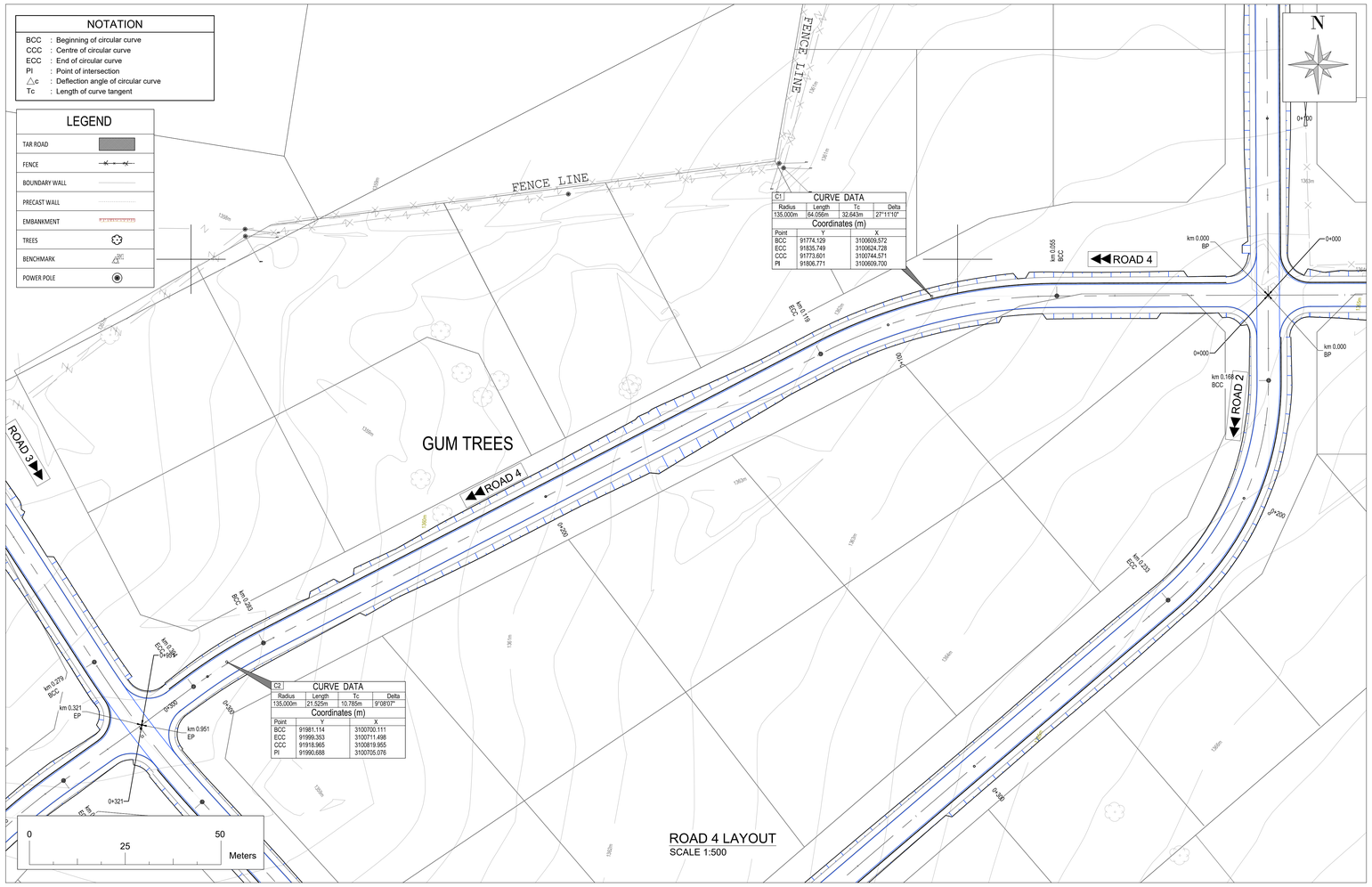
Drawn: **J RAMGHULAM**	Date: **JUNE 2026**
Scale(s): **AS SHOWN**	Sheet No.: **Sheet 3 OF 4**
Consultant Drawing number **V10-19-05-003-LAY-T-00**	Drawing Size **A0**
Client Drawing number	

NOTATION

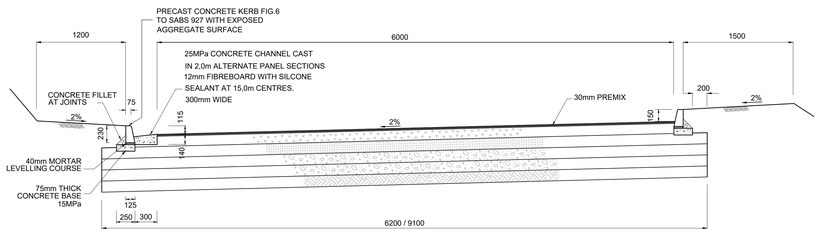
BCC : Beginning of circular curve
CCC : Centre of circular curve
ECC : End of circular curve
PI : Point of intersection
△c : Deflection angle of circular curve
Tc : Length of curve tangent

LEGEND

TAR ROAD
FENCE
BOUNDARY WALL
PRECAST WALL
EMBANKMENT
TREES
BENCHMARK
POWER POLE



ROAD 4 LAYOUT
SCALE 1:500



TYPICAL ACCESS ROAD DETAIL
SCALE 1:25

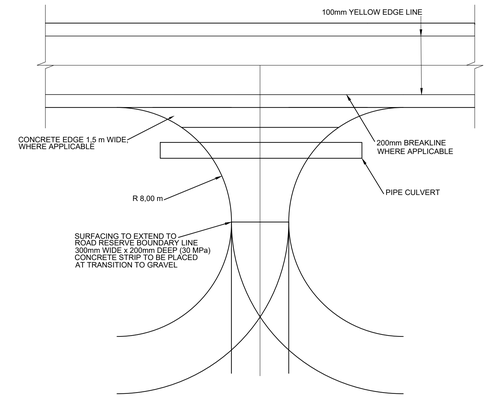
BENCHMARK LIST

LO 31 WGS 84

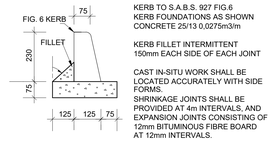
NAME	Y CO-ORDINATE	X CO-ORDINATE	ELEVATION	DESCRIPTION
BM 1	91725.448	3100466.313	1360.754	CONCRETE NAIL ON KERB
BM 2	91580.083	3100466.149	1361.567	CONCRETE NAIL ON WINGWALL
BM 3	91383.441	3100454.680	1365.042	CONCRETE NAIL ON KERB

HORIZONTAL ALIGNMENT ROAD 4 CO-ORDINATE LIST

POINT	CO-ORDINATES - LO 31		km DIST.	RADIUS
	Y	X		
START	91 718.983	3 100 609.357		
BCC 1	91 774.129	3 100 609.572	0.055	
PI 1	91 806.771	3 100 609.700		135.000
ECC 1	91 835.749	3 100 624.728	0.119	
BCC 2	91 981.114	3 100 700.111	0.283	
PI 2	91 990.688	3 100 705.076		135.000
ECC 2	91 999.353	3 100 711.498	0.304	
END	92 012.865	3 100 721.513	0.321	



TYPE B3 ACCESS
SCALE 1: 150

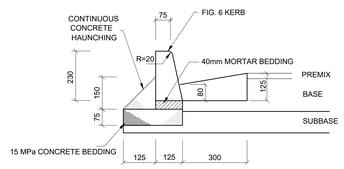


KERB TO S.A.B.S. 927 FIG.6
KERB FOUNDATIONS AS SHOWN
CONCRETE 25/13 0,0275m3/m

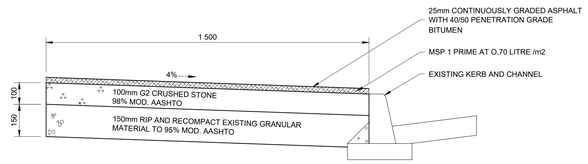
KERB FILLET INTERMITTENT
150mm EACH SIDE OF EACH JOINT

CAST IN-SITU WORK SHALL BE LOCATED ACCURATELY WITH SIDE FORMS.
SHRINKAGE JOINTS SHALL BE PROVIDED AT 4m INTERVALS. AND EXPANSION JOINTS CONSISTING OF 12mm BITUMINOUS FIBRE BOARD AT 12mm INTERVALS.

TYPICAL DETAIL: KERB
SCALE: N.T.S



TYPICAL DETAIL: KERB AND CHANNEL
SCALE : N.T.S



ALL VEGETATION TO BE MOVED FROM WITHIN AREA WHERE SIDEWALKS ARE TO BE CONSTRUCTED INCLUDING ALL ROOTS CONTRACTOR TO PROTECT KERBS WHEN APPLYING PRIME AND ASPHALT SURFACING

SIDEWALK STANDARD DETAILS
SCALE 1:10

TENDER DRAWING

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CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd
144 Mark Street
P.O Box 1460
Vryheid
3100
Tel :034 980 7242
Fax :034 983 2765
Email :info@dlveng.co.za

DANNHAUSER LOCAL MUNICIPALITY

Project

CONSTRUCTION OF INTERNAL ROAD NETWORK

Drawing description

ROAD 4 LAYOUT (0,000 km TO 0,321km)

Drawn: **J RAMGHULAM**	Date: **JUNE 2026**
Scale(s): **AS SHOWN**	Sheet No.: **Sheet 4 OF 4**
Consultant Drawing number **V10-19-05-004-LAY-T-00**	Drawing Size **A0**
Client Drawing number	

MATERIAL LEGEND

Soil Survey Sample Pits — S.P.

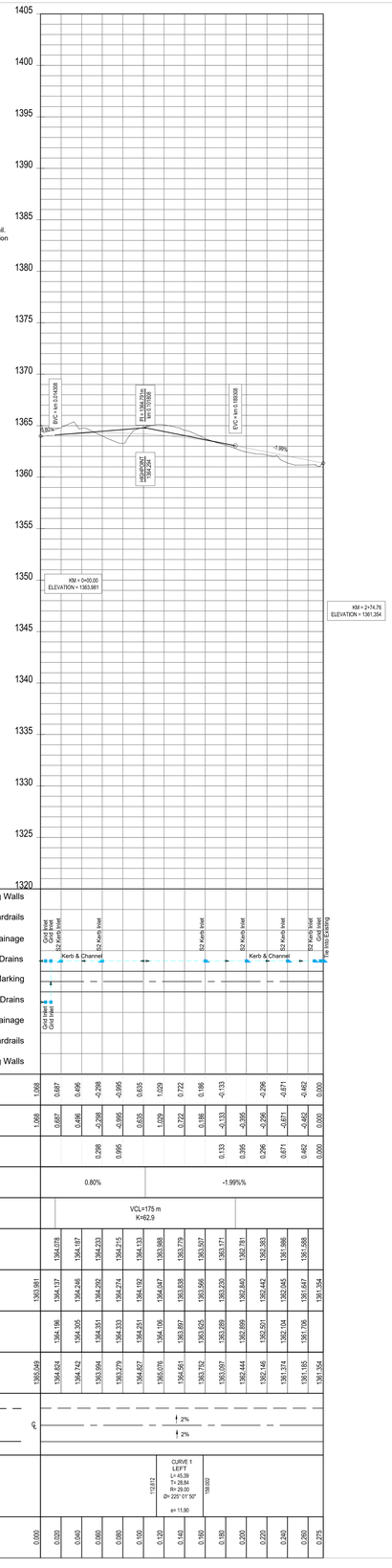
Soil Survey Auger Holes — A.H.

Seismic Probes — S

Boreholes — B.H.

NOTES:

1. All levels, dimensions and setting out details to be verified by the Consultant and Contractor on site prior to construction.
2. All roadmarking is to be verified on site according to the SARTSM.
3. Pavement layerance as per typical road sections detail.
4. All V-drains to be Concrete Lined as per Typical Section



Left Hand Side / Right Hand Side: Retaining Walls; Guardrails; Subsoil Drainage; Side Drains; Centre Line Road Marking

Grid Inlet; S2 Kerb Inlet; Kerb & Channel; S3 Kerb Inlet; Tie into Existing

| Earthworks Quantities | | |

MATERIAL LEGEND

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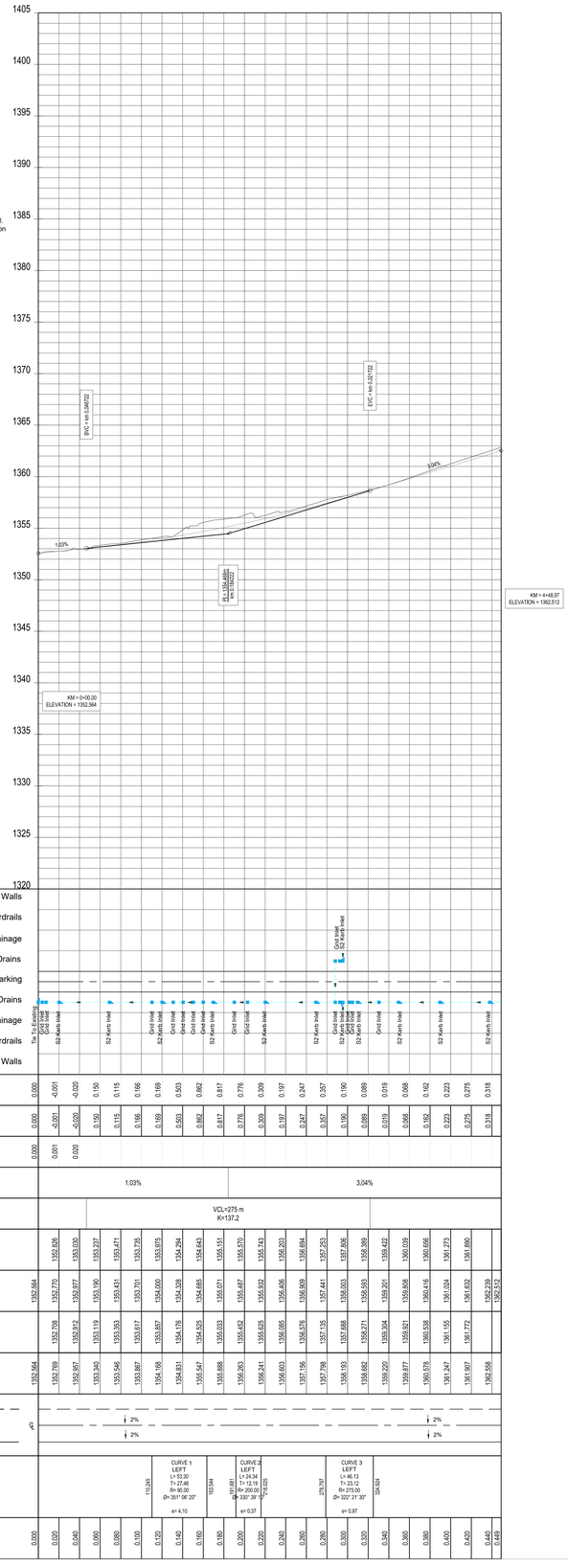
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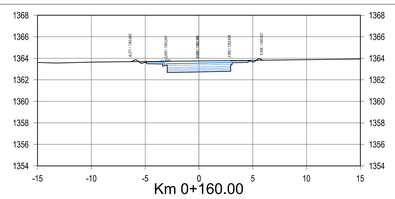
Boreholes — B.H.

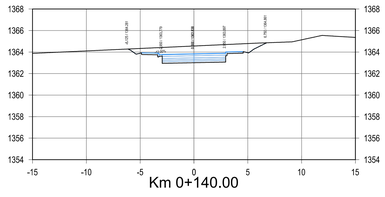
NOTES:

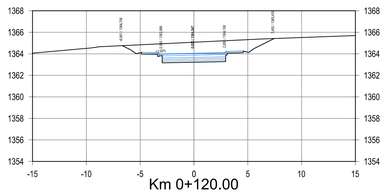
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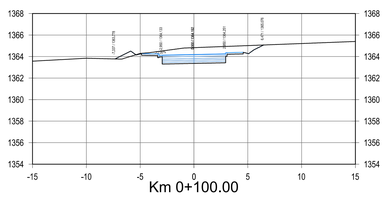


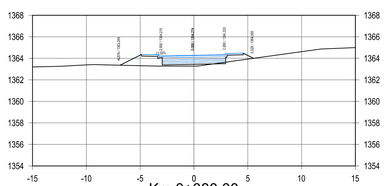
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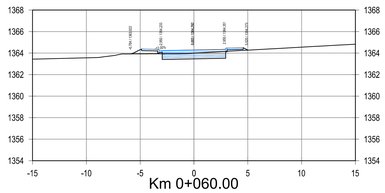


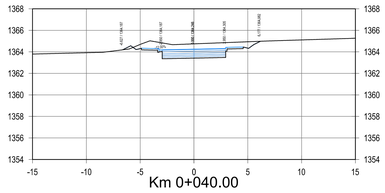


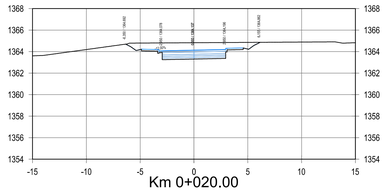


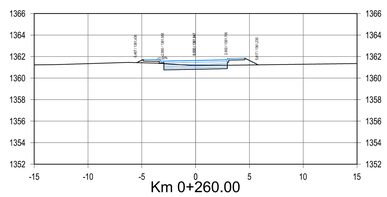


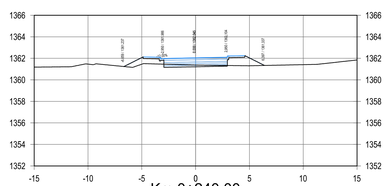


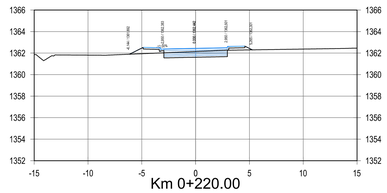


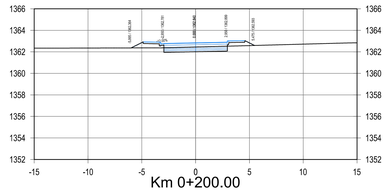


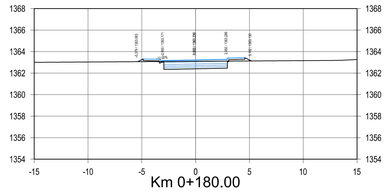




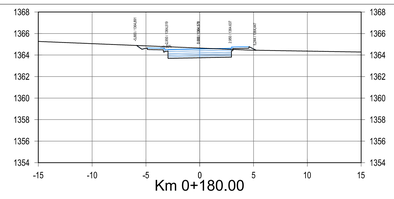


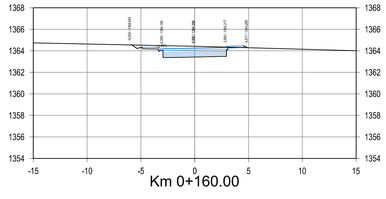


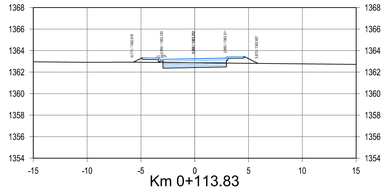


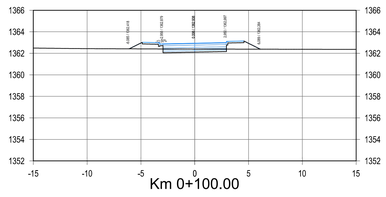


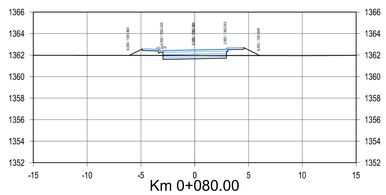
CROSS SECTION ROAD 1
SCALE 1:200

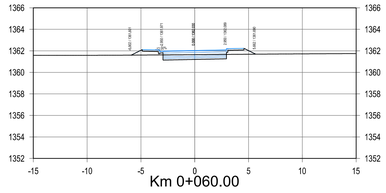


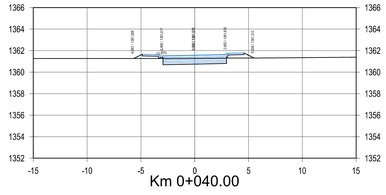


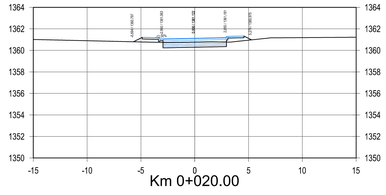


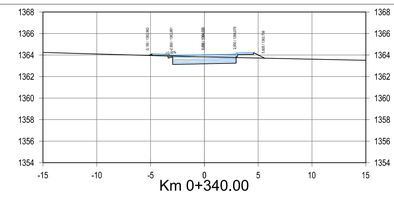


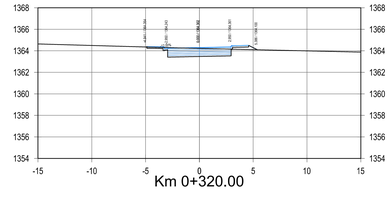


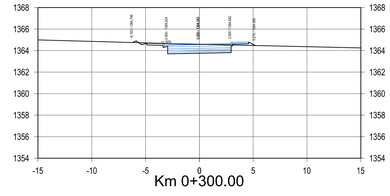


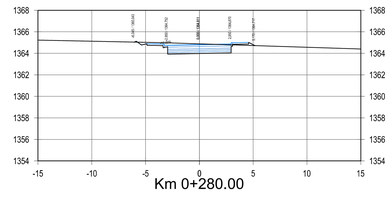


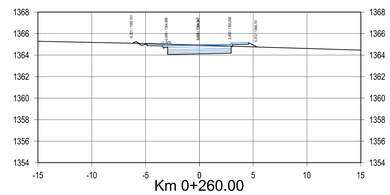


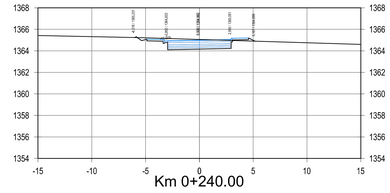


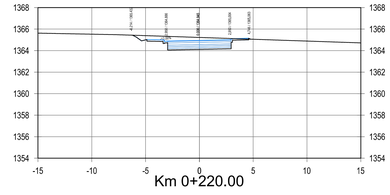


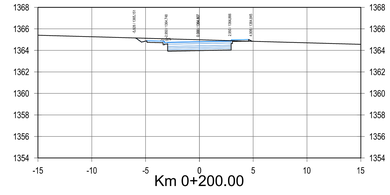


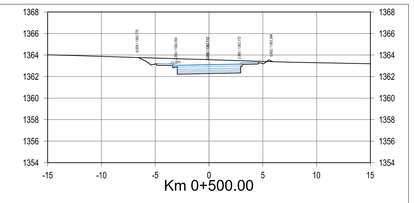


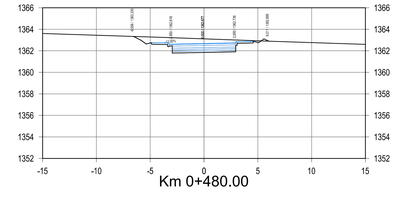


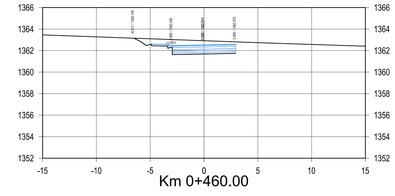


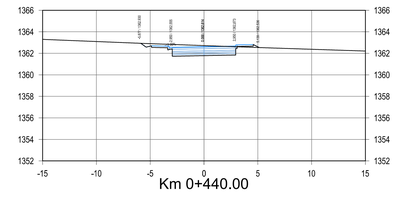


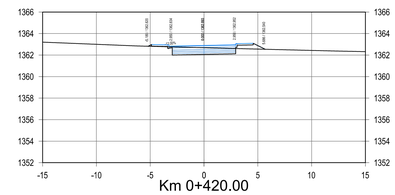


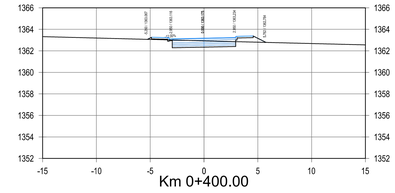


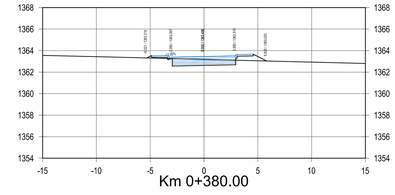


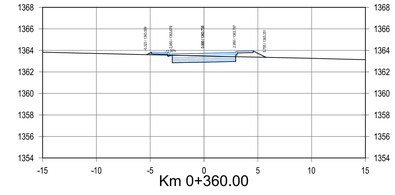












CROSS SECTION ROAD 2
SCALE 1:200

NOTES

1. CLEAR AND REMOVE ALL DEBRIS, UNMARKED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.

2. EXCAVATE TO SPOIL ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.

3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.

4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORKS AND TO EXISTING STRUCTURES.

5. ALL SLOPE BANKS TO BE 1:2. IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED, THE REVISED SLOPES MUST BE AGREED ON BY THE ENGINEER ON SITE.

6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1200 / COTO SPECIFICATION.

7. ALL COMPACTION TESTS REQUIRED AS PER ENGINEERS SPECIFICATION.

8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THIS DRAWING ARE AS PER THE SURVEY DATA SUPPLIED. THE CONTRACTOR IS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.

9. ALLOWANCE TO BE MADE FOR SHORING VERTICAL EXCAVATIONS.

10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.

11. SETTING OUT COORDINATES ARE IN THE WG84 Lo 31 COORDINATE SYSTEM.
WG31 = Lo31
WG84 = System Surveyor uses to measure

12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES

13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.

14. ALL BELLMOUTH INTERSECTIONS TO BE CONSTRUCTED WITH SHOWN RADIUS, AS PER KZN DOT TYPE B3 ACCESS.

15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER. 450mm/600mm Ø CONCRETE SPIGOT AN SOCKET CLASS 75D TO HAVE A MINIMUM GRADE OF 1% AND MINIMUM COVER OF 800mm BELOW FINISHED ROAD LEVEL.

16. POINTS SHOWN INDICATE FINISHED ROAD LEVEL.

17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON-SITE.

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd
144 Mark Street
P.O Box 1460
Vryheid
3100
Tel :034 980 7242
Fax :034 983 2765
Email :info@dlveng.co.za

DANNHAUSER LOCAL MUNICIPALITY

Project

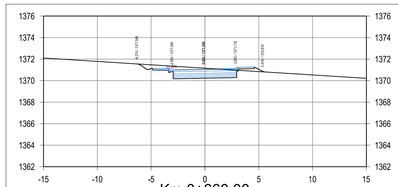
CONSTRUCTION OF INTERNAL ROAD NETWORK

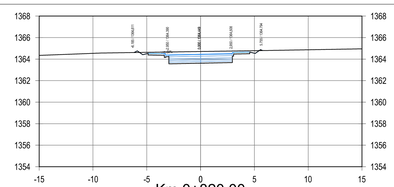
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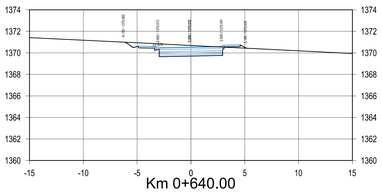
CROSS SECTIONS:
ROAD 1 (0,000km to 0,260km)
ROAD 2 (0,000km to 0,500km)

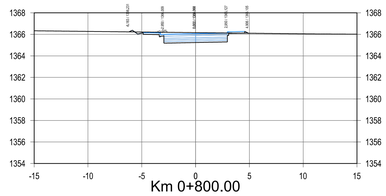
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Scale(s): **AS SHOWN**	Sheet No.: **Sheet 1 OF 3**
Consultant Drawing number **V10-19-05-007-CSEC-T-00**	Drawing Size **A0**
Client Drawing number	

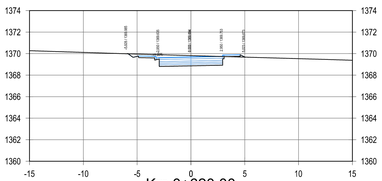
TENDER DRAWING

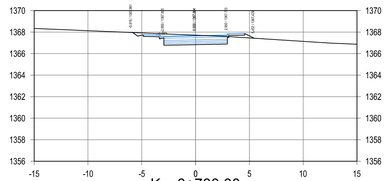


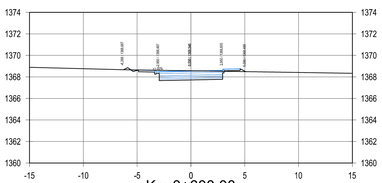


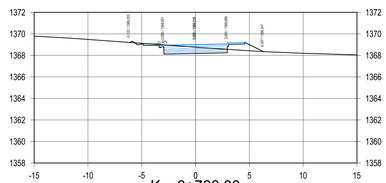


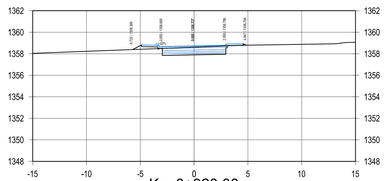


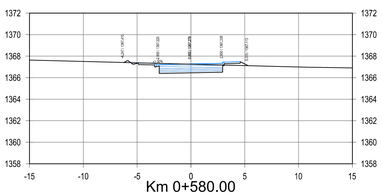


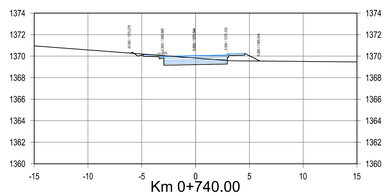


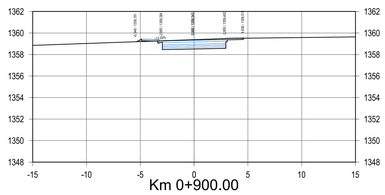


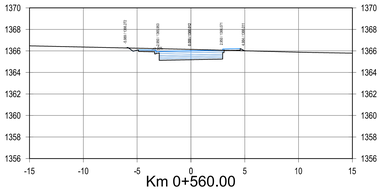


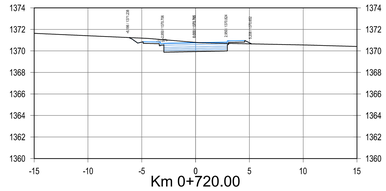


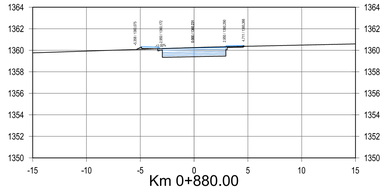


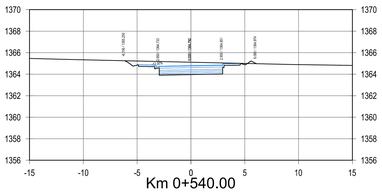


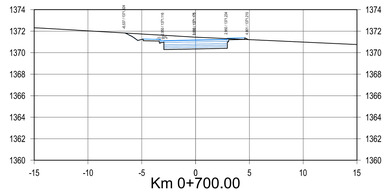


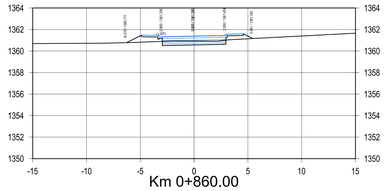


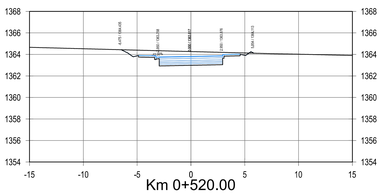


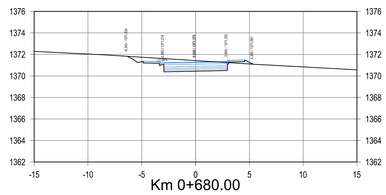


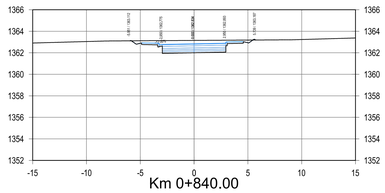












CROSS SECTION ROAD 2
SCALE 1:200

TENDER DRAWING

NOTES

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16. POINTS SHOWN INDICATE FINISHED ROAD LEVEL.

17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON-SITE.

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd
144 Mark Street
P.O Box 1460
Vryheid
3100
Tel :034 980 7242
Fax :034 983 2765
Email :info@dlveng.co.za

DANNHAUSER LOCAL MUNICIPALITY

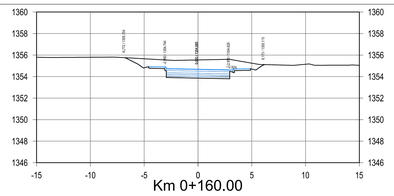
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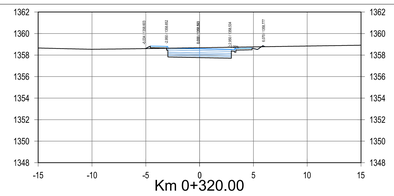
CONSTRUCTION OF INTERNAL ROAD NETWORK

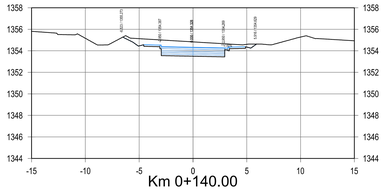
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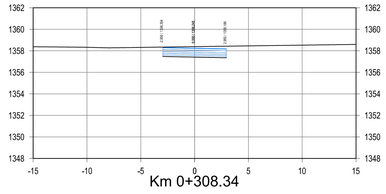
CROSS SECTIONS:
ROAD 2 (0,520km to 0,920km)

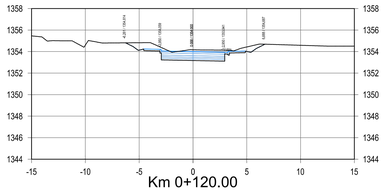
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J RAMGHULAM	**JUNE 2026**
Scale(s):	Sheet No.:
AS SHOWN	**Sheet 2 OF 3**
Consultant Drawing number	Drawing Size
V10-19-05-008-CSEC-T-00	**A0**
Client Drawing number	

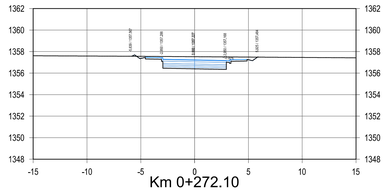


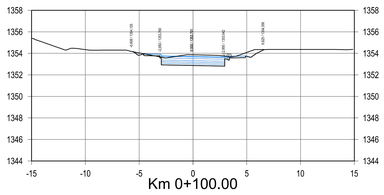


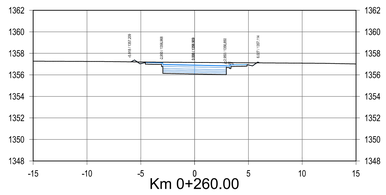


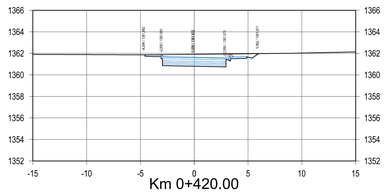


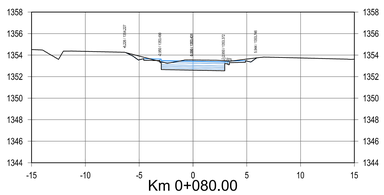


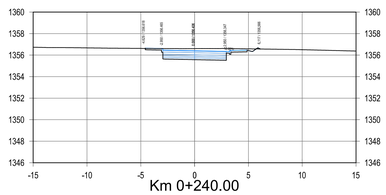


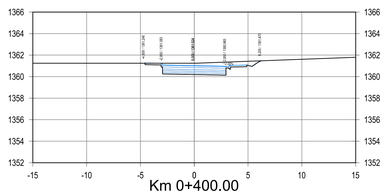


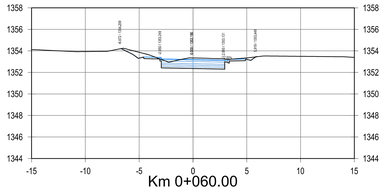


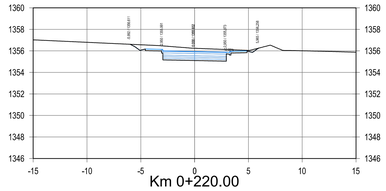


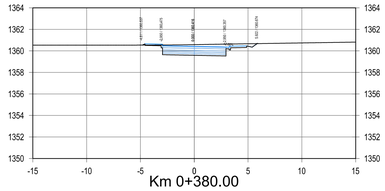


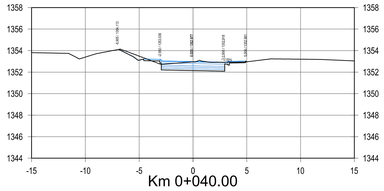


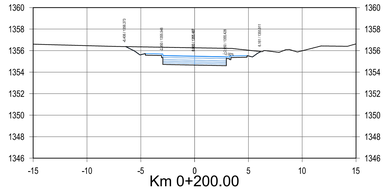


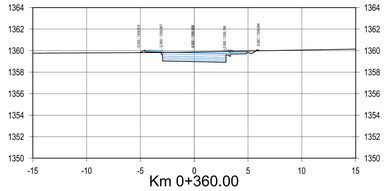


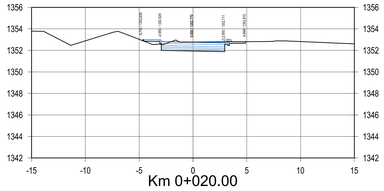


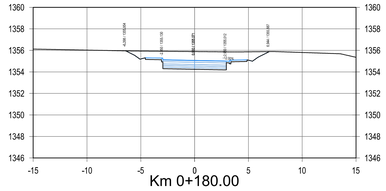


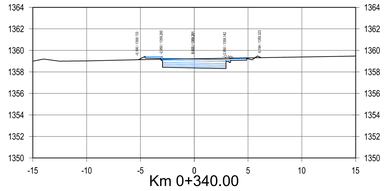




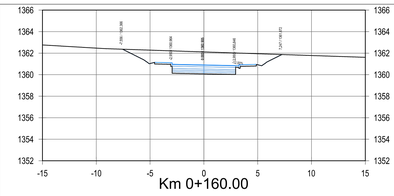


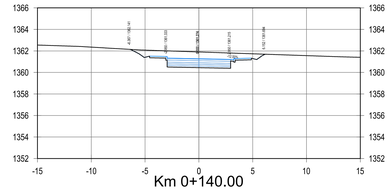


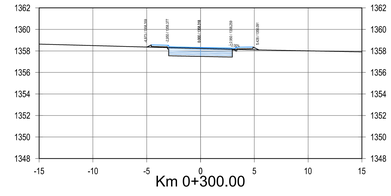


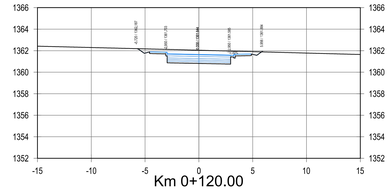


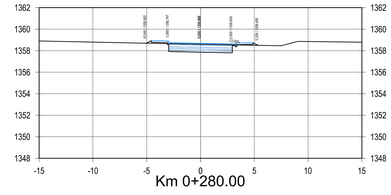
CROSS SECTION ROAD 3
SCALE 1:200

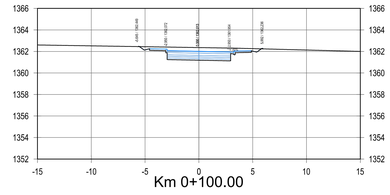


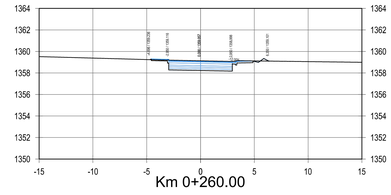


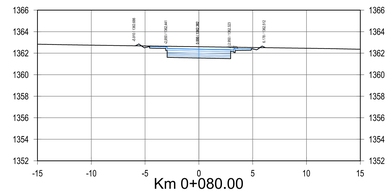


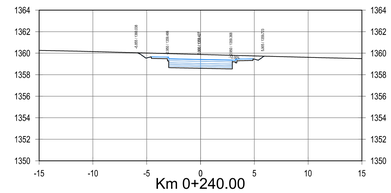


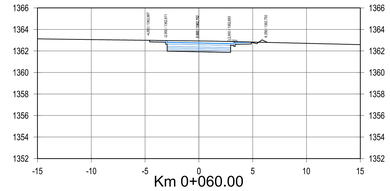


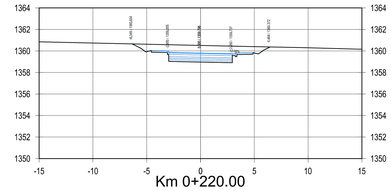


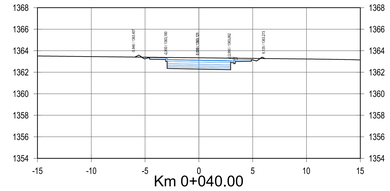


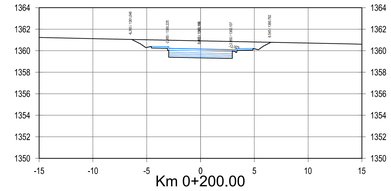


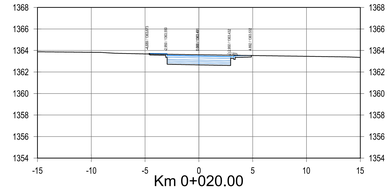


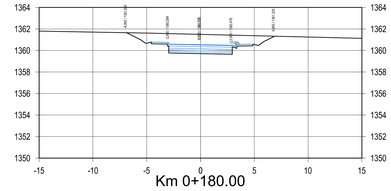












CROSS SECTION ROAD 4
SCALE 1:200

TENDER DRAWING

NOTES

1. CLEAR AND REMOVE ALL DEBRIS, UNMARKED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.

2. EXCAVATE TO SPOIL ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.

3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.

4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORKS AND TO EXISTING STRUCTURES.

5. ALL SLOPE BANKS TO BE 1:2. IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED, THE REVISED SLOPES MUST BE AGREED ON BY THE ENGINEER ON SITE.

6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1200 / COTO SPECIFICATION.

7. ALL COMPACTION TESTS REQUIRED AS PER ENGINEERS SPECIFICATION.

8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THIS DRAWING ARE AS PER THE SURVEY DATA SUPPLIED. THE CONTRACTOR IS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.

9. ALLOWANCE TO BE MADE FOR SHORING VERTICAL EXCAVATIONS.

10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.

11. SETTING OUT COORDINATES ARE IN THE WG84 Lo 31 COORDINATE SYSTEM.
WG31 = Lo31
WG84 = System Surveyor uses to measure

12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES

13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.

14. ALL BELLMOUTH INTERSECTIONS TO BE CONSTRUCTED WITH SHOWN RADIUS, AS PER KZN DOT TYPE B3 ACCESS.

15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER. 450mm/600mm Ø CONCRETE SPIGOT AN SOCKET CLASS 75D TO HAVE A MINIMUM GRADE OF 1% AND MINIMUM COVER OF 800mm BELOW FINISHED ROAD LEVEL

16. POINTS SHOWN INDICATE FINISHED ROAD LEVEL.

17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON-SITE.

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd
144 Mark Street
P.O Box 1460
Vryheid
3100
Tel :034 980 7242
Fax :034 983 2765
Email :info@dlveng.co.za

DANNHAUSER LOCAL MUNICIPALITY

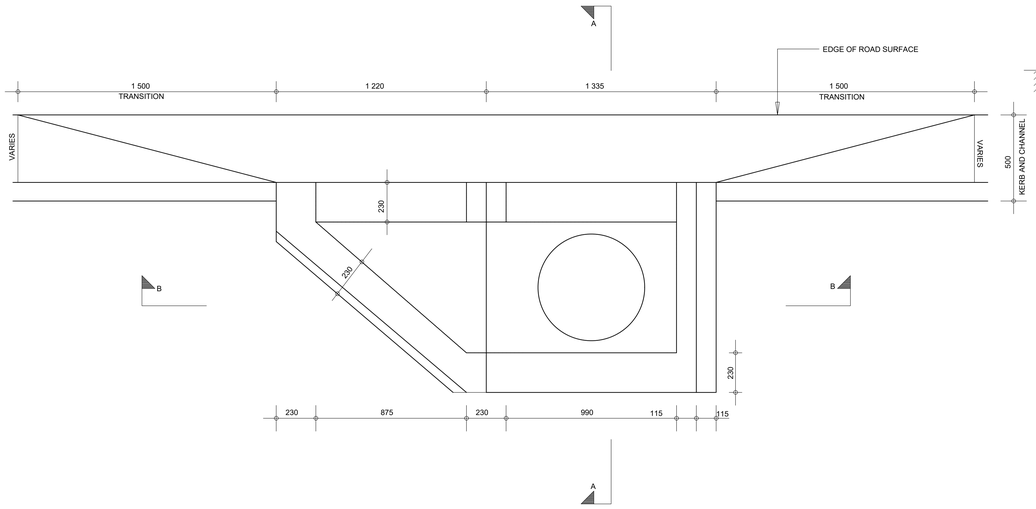
Project

CONSTRUCTION OF INTERNAL ROAD NETWORK

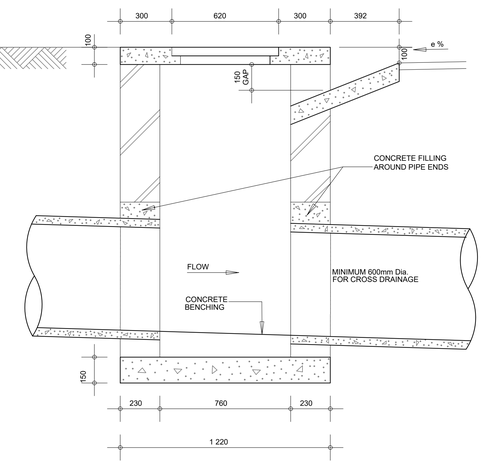
Drawing description

CROSS SECTIONS:
ROAD 3 (0,000km to 0,420km)
ROAD 4 (0,000km to 0,300km)

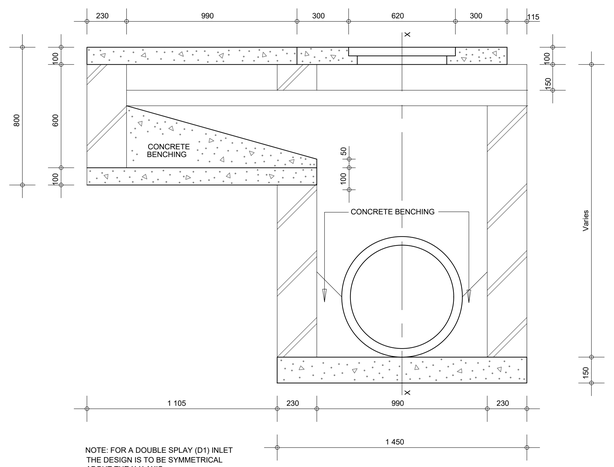
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J RAMGHULAM	**JUNE 2026**
Scale(s):	Sheet No.:
AS SHOWN	**Sheet 3 OF 3**
Consultant Drawing number	Drawing Size
V10-19-05-009-CSEC-T-00	**A0**
Client Drawing number	



PLAN OF SINGLE SPLAY (S1) SIDE INLET
Scale 1 : 25

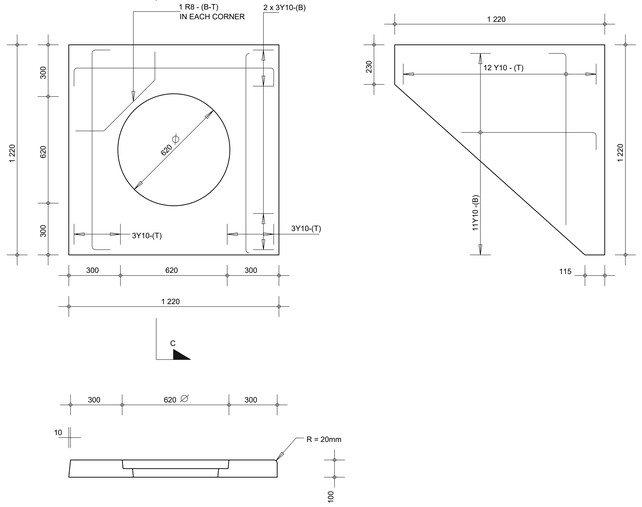


SECTION A-A
Scale 1 : 25

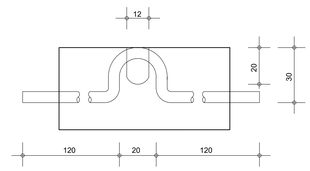


NOTE: FOR A DOUBLE SPLAY (D1) INLET
THE DESIGN IS TO BE SYMMETRICAL
ABOUT THE X-X AXIS.

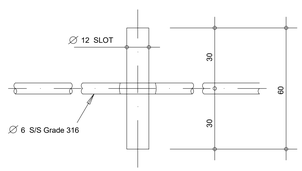
SECTION B-B
Scale 1 : 25



DETAILS OF COVER SLAB
Scale 1 : 20

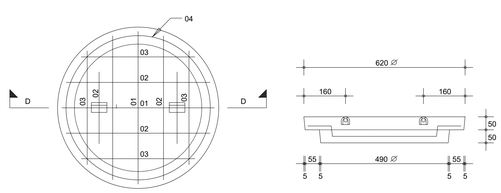


ELEVATION



PLAN

DETAILS OF MANHOLE LIFTING LUG
Scale 1 : 5

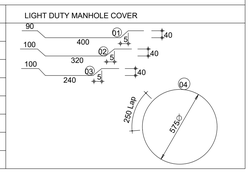


PLAN SECTION D-D

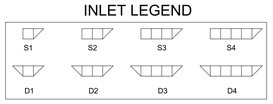
DETAILS OF MANHOLE COVER
N.T.S

REINFORCEMENT SCHEDULE FOR MANHOLE COVER

BAR ∅	MARK	No.	LENGTH	LIGHT DUTY MANHOLE COVER
R 8	01	2	660	
R 8	02	4	600	
R 8	03	4	520	
R 8	04	1	2 050	



INLET LEGEND



NOTES

1. CLEAR AND REMOVE ALL DEBRIS, UNMARKED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.

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16. POINTS SHOWN INDICATE FINISHED ROAD LEVEL.

17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON-SITE.

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd
144 Mark Street
P.O Box 1460
Vryheid
3100
Tel :034 980 7242
Fax :034 983 2765
Email :info@dlveng.co.za

DANNHAUSER LOCAL MUNICIPALITY

Project

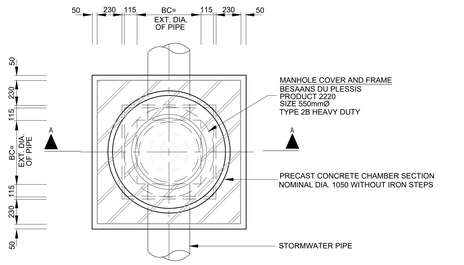
CONSTRUCTION OF INTERNAL ROAD NETWORK

Drawing description

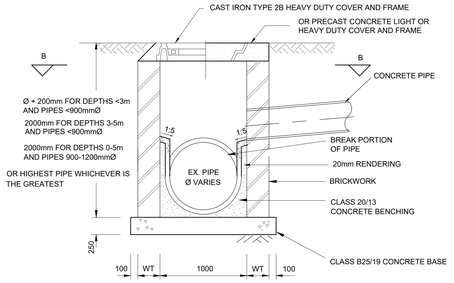
KERB INLET STANDARD DETAILS

Drawn:	Date:
J RAMGHULAM	**JUNE 2026**
Scale(s):	Sheet No.:
AS SHOWN	**Sheet 1 OF 1**
Consultant Drawing number	Drawing Size
V10-19-05-010-INDET-T-00	**A0**
Client Drawing number	

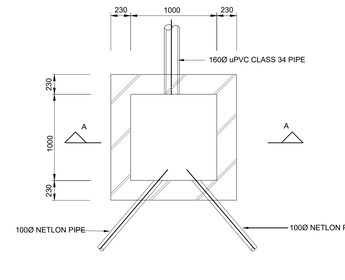
TENDER DRAWING



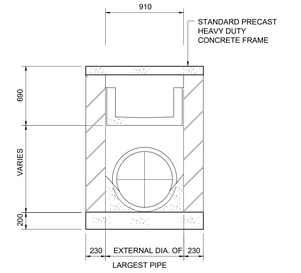
PLAN



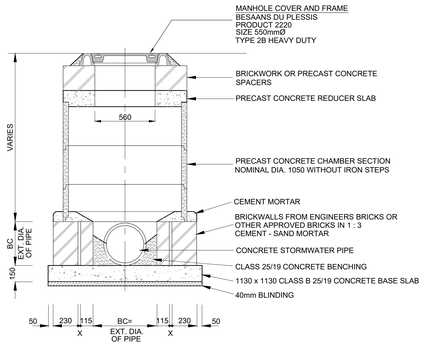
SECTION A-A



PLAN B-B



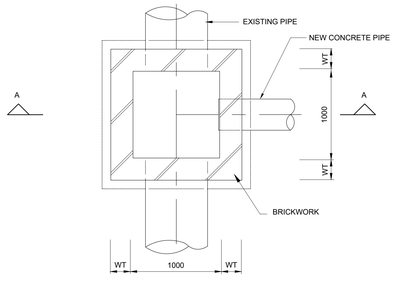
DETAIL OF CONCRETE SIDE DRAIN TIE INTO
STANDARD MANHOLE OR KERB INLET



SECTION A-A

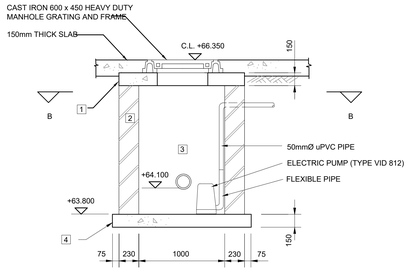
NOTES:

1. ALL CONCRETE TO BE CLASS 25/19.
2. COVER SLAB TO BE ATTACHED WITH A LEAN MIX MORTAR.

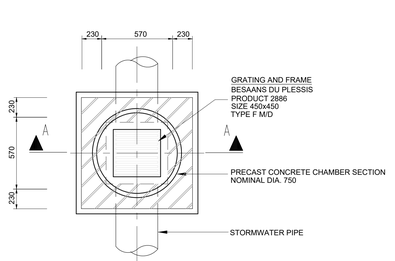


PLAN B-B

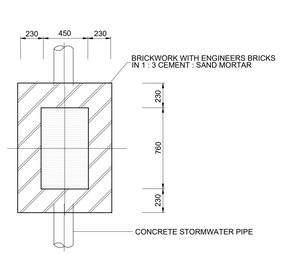
NEW MANHOLE ON EXISTING PIPE



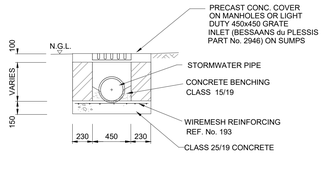
SECTION A-A
BRICK MANHOLE DETAIL



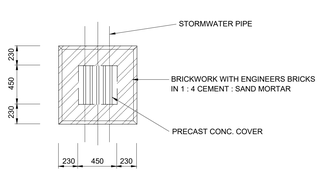
PLAN



PLAN

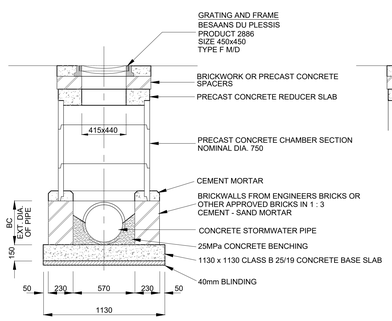


SECTION

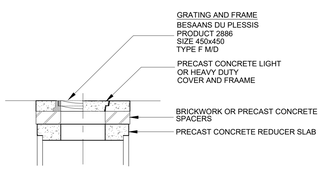


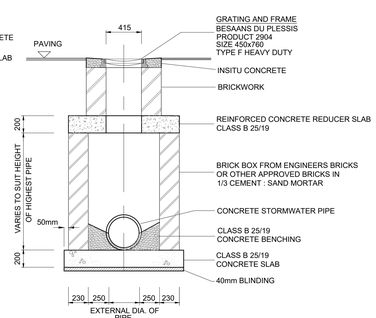
PLAN

STORMWATER MANHOLE & SUMP DETAIL



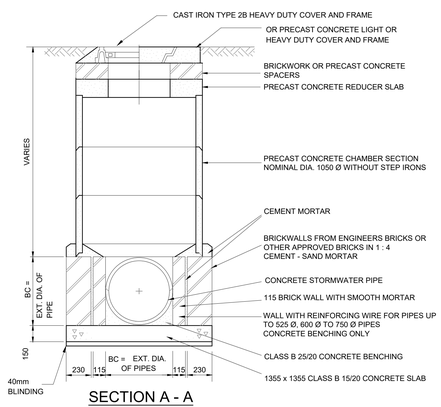
SECTION A-A



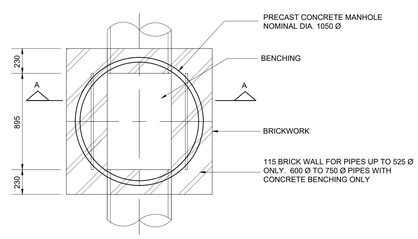


450 x 760 STORMWATER GRATE INLET DETAIL

STORMWATER PRECAST RING 750Ø MANHOLE DETAIL



SECTION A - A



PLAN

STORMWATER PRECAST RING MANHOLE DETAILS

NOTES

1. CLEAR AND REMOVE ALL DEBRIS, UNMARKED TREES, GRASS AND RUBBLE FROM PLATFORM AREA. TREES MARKED BY LANDSCAPE ARCHITECT TO BE RETAINED.
2. EXCAVATE TO SPOIL ALL TOPSOIL EXCEPT THAT REQUIRED FOR LANDSCAPING, WHICH MUST BE STOCKPILED AS DIRECTED BY THE LANDSCAPE ARCHITECT.
3. CONSTRUCT FINISHED ROAD TO LEVELS SHOWN.
4. DURING CONSTRUCTION STORMWATER RUNOFF MUST BE CONTROLLED TO PREVENT DAMAGE TO THE WORKS AND TO EXISTING STRUCTURES.
5. ALL SLOPE BANKS TO BE 1:2. IF THE EMBANKMENT SLOPE OF 1:2 CANNOT BE SAFELY CONSTRUCTED, THE REVISED SLOPES MUST BE AGREED ON BY THE ENGINEER ON SITE.
6. ALL EARTHWORKS TO BE IN ACCORDANCE WITH SABS 1200 / COTO SPECIFICATION.
7. ALL COMPACTION TESTS REQUIRED AS PER ENGINEERS SPECIFICATION.
8. THE CONTOURS AND NATURAL GROUND LEVELS INDICATED ON THIS DRAWING ARE AS PER THE SURVEY DATA SUPPLIED. THE CONTRACTOR IS TO CHECK THE ACCURACY OF THIS INFORMATION AND REPORT ANY DISCREPANCIES IMMEDIATELY.
9. ALLOWANCE TO BE MADE FOR SHORING VERTICAL EXCAVATIONS.
10. THE CONTRACTOR TO ALLOW FOR EROSION PROTECTION AND MAINTENANCE TO ALL EMBANKMENTS DURING THE DURATION OF THE CONTRACT.
11. SETTING OUT COORDINATES ARE IN THE WG84 Lo 31 COORDINATE SYSTEM.
WG31 = Lo31
WG84 = System Surveyor uses to measure
12. CONTRACTOR WILL BE SUPPLIED WITH BENCHMARK INFORMATION BEFORE CONSTRUCTION COMMENCES
13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING SERVICES ON THE SITE.
14. ALL BELLMOUTH INTERSECTIONS TO BE CONSTRUCTED WITH SHOWN RADIUS, AS PER KZN DOT TYPE B3 ACCESS.
15. ALL STORMWATER PIPE CROSSINGS TO BE DETERMINED ON SITE BY THE ENGINEER. 450mm/600mm Ø CONCRETE SPIGOT AN SOCKET CLASS 75D TO HAVE A MINIMUM GRADE OF 1% AND MINIMUM COVER OF 800mm BELOW FINISHED ROAD LEVEL
16. POINTS SHOWN INDICATE FINISHED ROAD LEVEL.
17. ALL LEVELS AND COORDINATE POINTS ARE TO BE VERIFIED AND APPROVED BY THE RESIDENT ENGINEER ON-SITE.

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

DLV PROJECT MANAGERS AND ENGINEERS (Pty) Ltd
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DANNHAUSER LOCAL MUNICIPALITY

Project

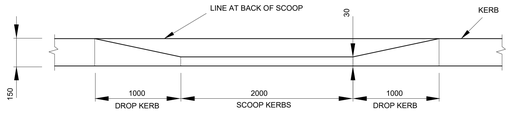
CONSTRUCTION OF INTERNAL ROAD NETWORK

Drawing description

MANHOLE STANDARD DETAILS

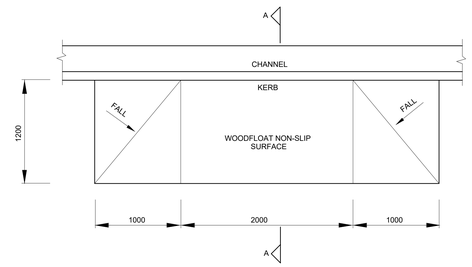
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J RAMGHULAM	**JUNE 2026**
Scale(s):	Sheet No.:
AS SHOWN	**Sheet 1 OF 1**
Consultant Drawing number	Drawing Size
V10-19-05-011-MHDET-T-00	**A0**
Client Drawing number	

TENDER DRAWING

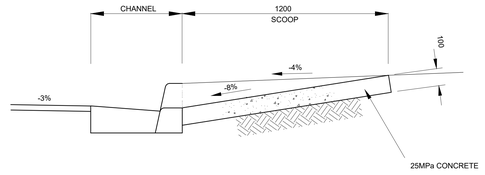


ELEVATION
SCALE 1:20

- NOTE: SCOOP KERBS TO BE 1200 AT INTERSECTIONS.

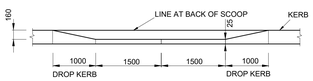


PLAN
SCALE 1:20

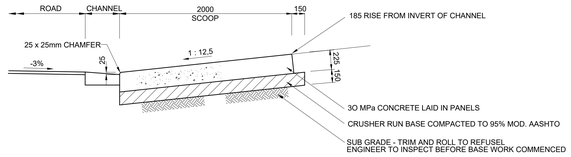


SECTION A-A
SCALE 1:20

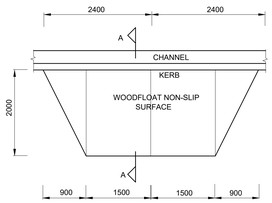
PEDESTRIAN SCOOP DETAIL



ELEVATION
SCALE 1:50



SECTION A-A
SCALE 1:25

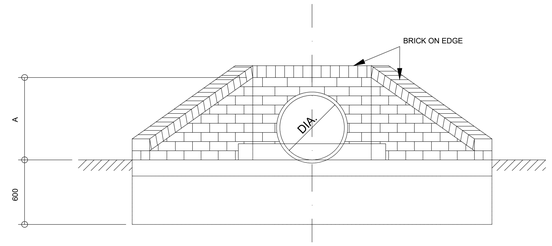


NOTE: WIDTHS OF PANELS TO SUIT OVERALL CROSSING WIDTH
PANEL WIDTH : MAX. 2,5m
MIN. 1,5m

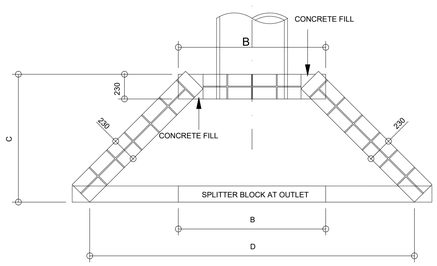
PLAN
SCALE 1:50

STANDARD EXTRA HEAVY DUTY DISH
SCOOP DETAILS

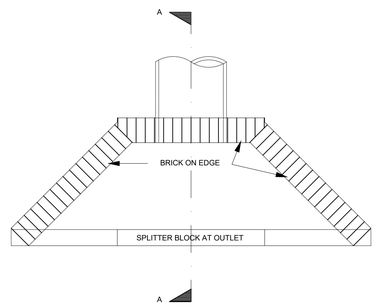
Dimensions (mm)					
Nominal Dia.	A	B	C	D	E
300/450	595	1 150	1 050	2 700	150
600	765	1 380	1 200	3 000	150
750	935	1 610	1 350	3 300	150
900	1 105	1 840	1 500	3 600	230
1 050	1 275	2 070	1 750	3 900	230
1 200	1 445	2 300	1 900	4 200	230



FRONT ELEVATION - SINGLE PIPE



LAYOUT OF BRICKWORK



PLAN
SCALE 1:50

NOTES

1. SPLITTER BLOCK AND PITCHING TO BE PROVIDED AT ALL OUTLETS WHERE EROSION IS LIKELY TO OCCUR.

2. SPLITTER BLOCK MAY BE OMITTED IF DISCHARGE VELOCITY IS LESS THAN 0.9 m/s.

3. CUT-OFF WALLS MAY BE OMITTED IF STRUCTURE IS FOUNDED ON ROCK.

4. FOR MULTIPLE PIPE CULVERTS INCREASE DIMENSIONS 'E' AND 'F' BY (n-1)(A+460)mm:
Where n = NUMBER OF PIPES AND A = NORMINAL DIAMETER OF PIPES.

5. PIPES TO BE CUT FLUSH WITH HEADWALL.

6. FOR SKEW PIPE CULVERTS THE HEADWALL SHALL BE PARALLEL TO THE CENTRE LINE OF THE ROAD.

7. IF CORRUGATED METAL PIPES ARE USED 4x20mmx150mm LONG GALVANISED ANCHOR BOLTS IN THE HOLLOWS OF THE CORRUGATION ARE TO BE USED.

8. ALL CONCRETE IS TO BE 25 MPa.

9. SQUARE MESH FABRIC (REFERENCE S.M.F 193) IS TO BE PLACED 50mm FROM TOP IN ALL APRON SLABS AND CENTRALLY IN CUT-OFF WALLS.)

10. BRICKWORK IS TO CONSIST OF GOOD AUALITY BURNT CLAY COMMON BRICKS IN ACCORDANCE WITH SABS 227 SPECIFICATION, OR CEMENT BRICKS IN ACCORDANCE WITH SABS 987 SPECIFICATION, UNIFORM IN SIZE AND SHAPE LAYED IN STRETCHER BOND STYLE WITH THE SKINS TIED TOGETHER WITH GALVANISED CRIMPED WIRE WALL TIES.

11. BRICKFORCE IS TO BE PLACED EVERY 4TH COURSE.

12. JOINTING ON ALL VISIBL FACES TO BE POINTED.

13. NO IN-FILL SHALL BE LARGER THAN A HALF STANDARD BRICK SIZE UNLESS 15MPa CONCRETE IS USED.

14. PIPE CORSSINGS TO BE VERIFIED ON SITE.

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

Signature: Date:

Consultant

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DANNHAUSER LOCAL MUNICIPALITY

Project

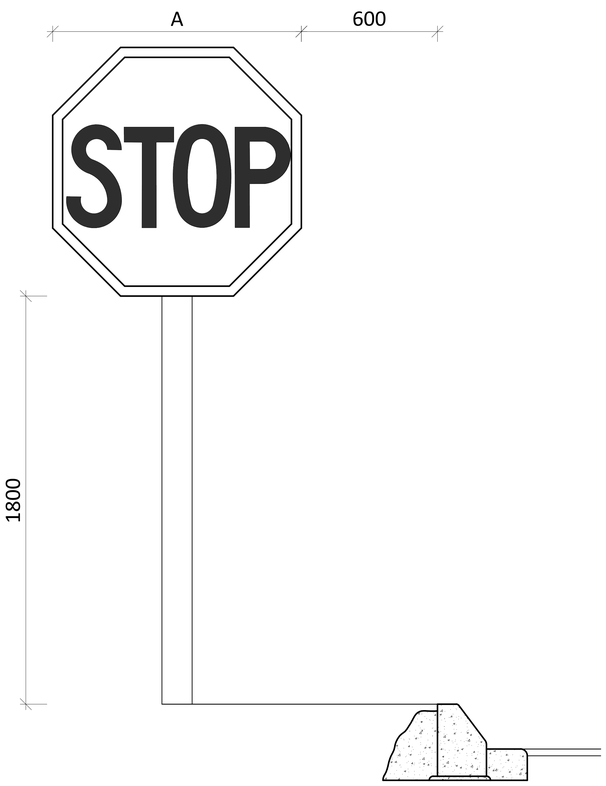
CONSTRUCTION OF INTERNAL ROAD NETWORK

Drawing description

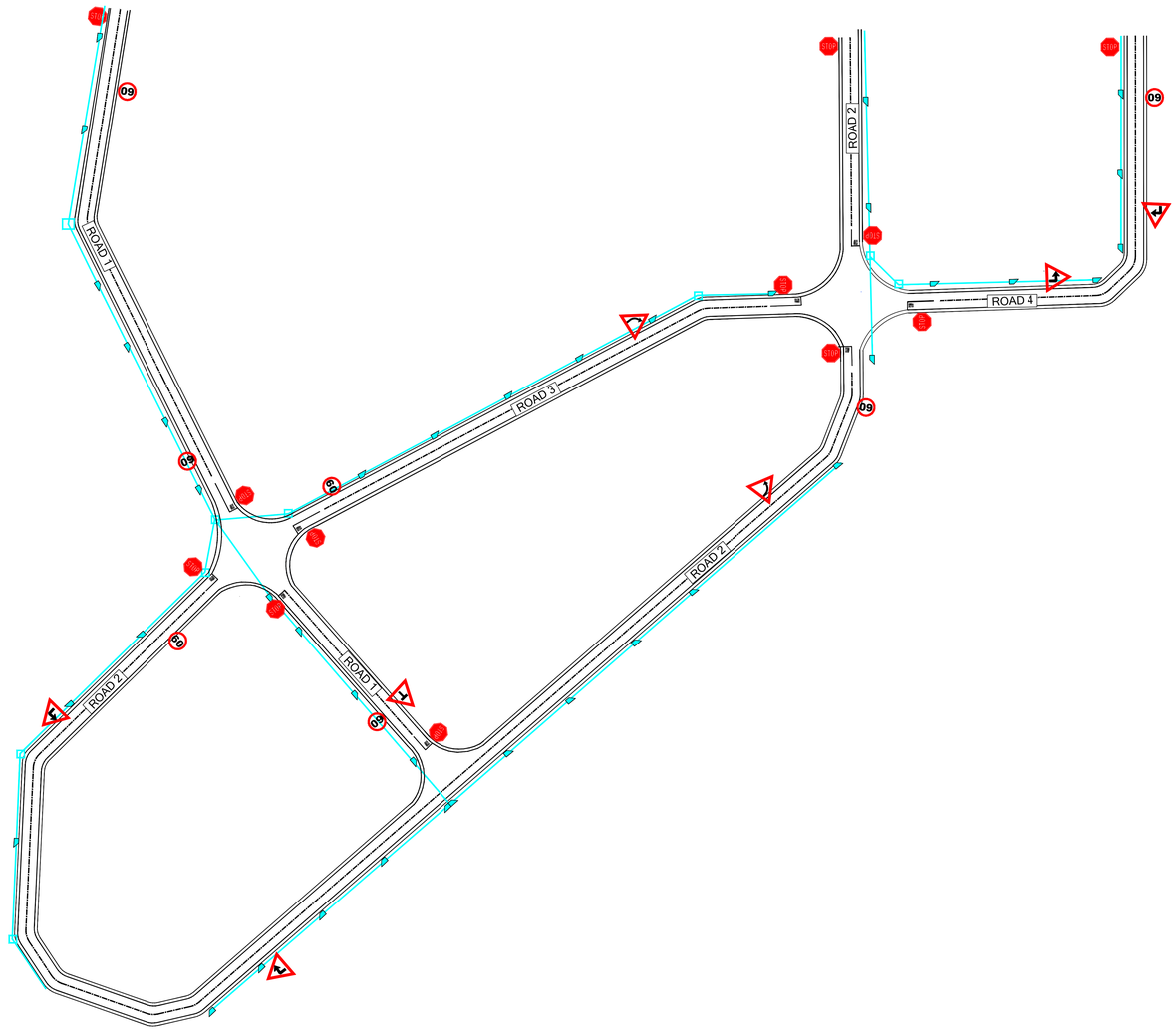
PEDESTRIAN SCOOP AND HEADWALL DETAIL

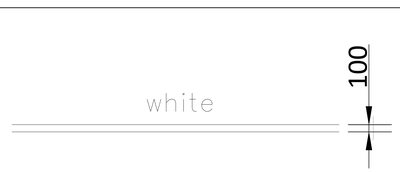
Drawn: **J RAMGHULAM**	Date: **JUNE 2026**
Scale(s): **AS SHOWN**	Sheet No.: **Sheet 1 OF 1**
Consultant Drawing number **V10-19-05-012-PEDET-T-00**	Drawing Size **A0**
Client Drawing number	

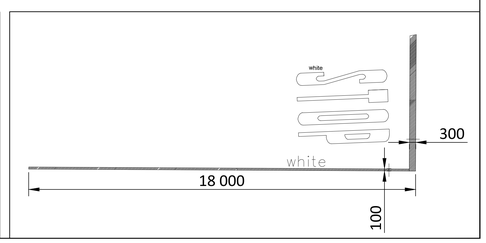
TENDER DRAWING



DESIGN SPEED (km/h)	STOP SIGN SIZE A (mm)
60	610
80	914







NOTES

LEGENDS:

- ROAD 1 (0.5 km)
- ROAD 2 (0.9 km)
- ROAD 3 (0.3 km)
- ROAD 4 (0.3 km)
- STORMWATER PIPE (1.83km)
- JUNCTION
- INLET

REVISIONS

REV. NO.	DATE	DESCRIPTION

CLIENT DEPARTMENT SIGNATURES

APPROVED BY

SIGNATURE

Checked by Professional Consultant

SM

Signature Date

Consultant

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DANNHAUSER LOCAL MUNICIPALITY

Contract

CONSTRUCTION OF INTERNAL ROAD NETWORK

Drawing description

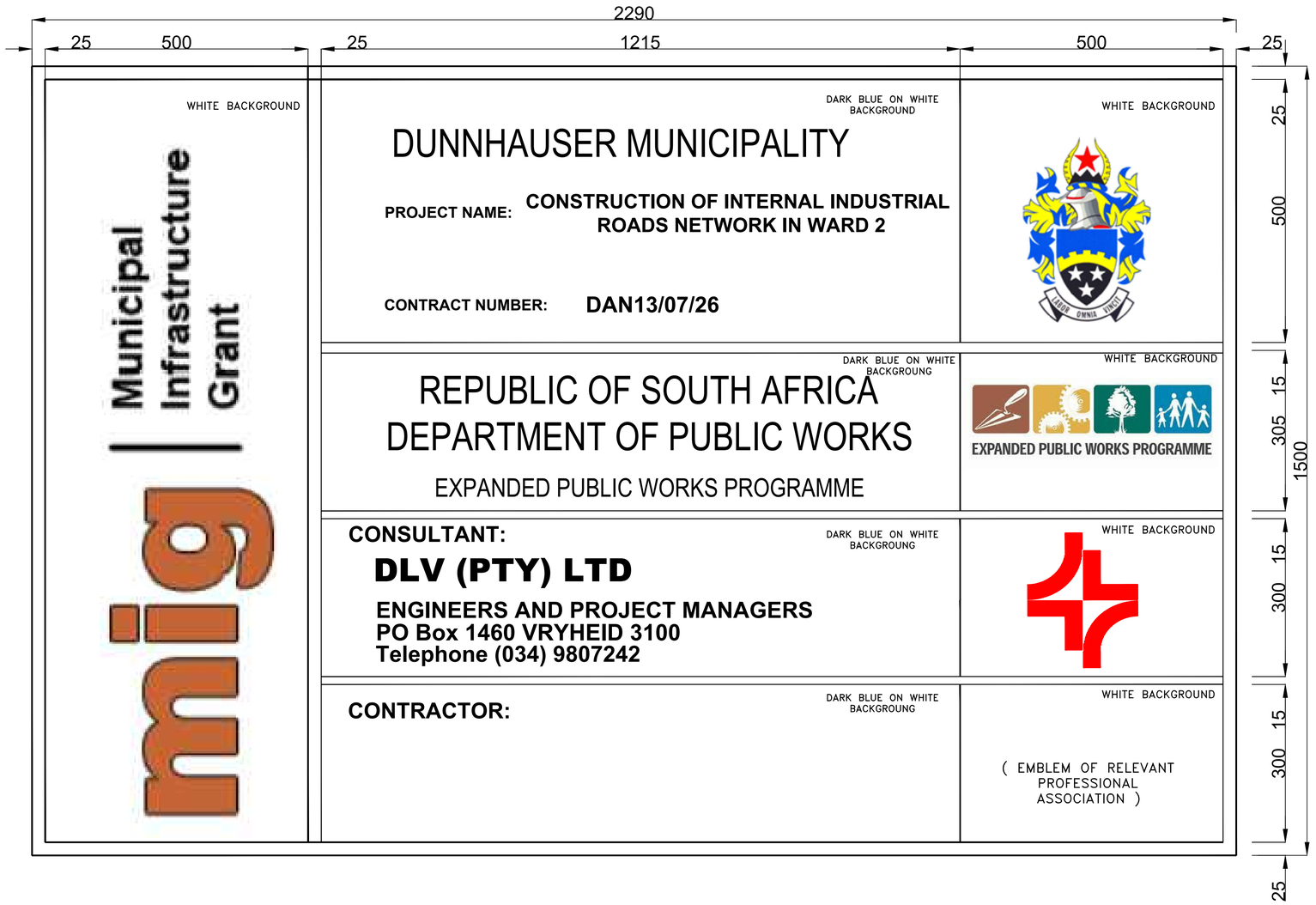
ROAD SIGN SCHEDULE AND DETAILS

Drawn: **A NGWENYA** Date: **JUN. 2026**

Scale(s): **AS SHOWN**

Consultant Drawing number **V10-19-05-101-RSCH&DET-P-00** Drawing Size.: **A2**

Client Drawing number



NOTES

Revisions

REV. NO.	DATE	DESCRIPTION

Checked by Professional Consultant: SM

Signature

JUN -2026
Date

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DUNNHAUSER
LOCAL MUNICIPALITY

Contract

CONSTRUCTION OF THE INTERNAL INDUSTRIAL ROADS NETWORK IN WARD 2

Drawing description

SIGN BOARD

Drawn: A NGWENYA

Date: JUN-2026

Scale(s): AS SHOWN

Consultant Drawing number

V10-19-05-102-SB-T-00

Client Drawing number