



# MAKHUDUTHAMAGA LOCAL MUNICIPALITY

LIM473/HLANIKAHLE /22/23/004

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF CIVIL ENGINEERING CONTRACTORS FOR THE DESIGN PHASE TO COMMISSIONING PHASE (TURN-KEY CONTRACT) FOR THE REHABILITATION OF ACCESS ROAD AT HLALANIKAHLE**

**CIDB Class Grading 4CE or Higher**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
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<b>NAME OF THE BIDDER</b>	:
<b>BID AMOUNT</b>	:
<b>TEL NUMBER</b>	:
<b>FAX NUMBER</b>	:
<b>EMAIL ADDRESS</b>	:



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY  
REHABILITATION OF ACCESS ROAD AT HLALANIKAHLE**

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# **T. THE TENDER**

## **PART T1: TENDERING PROCEDURES**

## **PART T2: RETURNABLE DOCUMENTS**



T.2

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## MAKHUDUTHAMAGA LOCAL MUNICIPALITY

### T1.1 BID NOTICE AND INVITATION TO BID

Bidders are hereby invited to bid for the following projects:

NO.	Project Number	Project Description	Closing Date	CIDB Grading
1.	LIM473/HLANIKAHLE /22/23/004	Rehabilitation of access road at Hlalanikahle (Turkey)	09/08/2022 at 12:00	4CE or higher

No briefing session will be held, bidders must communicate with the infrastructure /scm for clarity.

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.

Bid documents will be obtainable from Makhuduthamaga Local Municipal offices from **22 July 2022 (Mon-Fri from 08:00-14:30)** from the cashiers; at a non-refundable deposit of **R560.00** payable in cash or bank guaranteed cheque. Bid documents can also be downloaded from online service ([www.etender.gov.za](http://www.etender.gov.za)) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and revised procurement regulation April 2017 on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points are for B-BBEE (according to the said legislation). Details of Functionality are in the bid document. Bids will remain valid for 90(ninety) days.

The lowest and any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not fully completed. Bidders are required to initial each page of the tender document and sign where necessary.

**For enquiries contact:**

Supply Chain Unit	:	Mr Mothapo KJ - 013 265 8607
Infrastructure Unit	:	Mr Senong PA - 013 265 8737

**MOGANEDI MR  
ACTING MUNICIPAL MANAGER,  
PRIVATE BAG X 434  
JANEFURSE 1085**

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## T1.2 TENDER DATA

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

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

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

Sub-clause	Data
F.1.1	The employer is <b>Makhuduthamaga Local Municipality</b> .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to bid</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 Mine Health and Safety Act No 29</p> <p style="padding-left: 40px;">C1.7 Agreement in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.8 Contract Data</p> <p>Part C2: Pricing Data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p style="padding-left: 40px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 40px;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p>

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	<p>C3.2 Employer's Agent</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C4.5 Management of the works</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.1 : Pro-forma Documents</p> <p>C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)</p> <p>C5.3 : Contract Drawings</p>
F.1.4	<p>The employer is: <b>Makhuduthamaga Local Municipality</b></p> <p>Address: Private Bag x 434 Jane Furse 1085 Tel: (013) 265 8737 Fax: (013) 265 1975 E-mail: <a href="mailto:senonp@makhuduthamaga.gov.za">senonp@makhuduthamaga.gov.za</a></p>
F.2.1	<p>Only those tenderers who are registered with the required CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4CE OR HIGHER</b> class of construction work.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the required CIDB</li> <li>the lead partner has a contractor grading designation in the CE class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4CE OR HIGHER</b> class of construction work are eligible to submit tenders.</li> </ol>
F.2.7	<p>The arrangements for a compulsory clarification meeting are: <b>No briefing session will be held. Bidders must communicate with the Infrastructure/SCM Unit for clarity.</b></p>
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate</p>



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	<p>the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: In the entrance foyer (ground floor) of Makhuduthamaga Municipality, Groblersdal Road, JANE FURSE, next to the Jane Furse Plaza.</p> <p>Identification details: <b>MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR PROPOSALS FOR APPOINTMENT OF CIVIL ENGINEERING CONTRACTORS FOR THE DESIGN PHASE TO COMMISSIONING PHASE (TURN-KEY CONTRACT) FOR THE REHABILITATION OF ACCESS ROAD AT HLALANIKAHLE</b></p>
F.2.13.6	A two-envelope procedure will <b>not</b> be followed.
F.2.15	<b>Closing time for submission of Tender offers is: 09/08/2022@12H00</b>
F.2.15	<b>Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.</b>
F.2.16	The tender offer validity period is <b>90 days</b> .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	<b>Tax Clearance will be confirmed with SARS before award (Done through CSD)</b>
F.3.4	<p>The time and location for opening of tender offers:</p> <p><b>09/08/2022@12H00</b></p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is <b>Method 4</b> (Financial offer, quality and preference)</p> <p>The total number of tender evaluation points (<math>T_{EV}</math>) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>Where <math>f_1</math> and <math>f_2</math> are fractions, <math>f_1</math> equals 1 minus <math>f_2</math> and <math>f_2</math> equals 100%</p> <p><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - (\underline{P} - P_m))$

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	<p style="text-align: center;">Pm</p> <p><math>W_1 = (1) 80</math> where the financial value inclusive of VAT of all responsive tenders received have a value up to R 50 000 000 as guided by PPPFA 2000 preferential procurement regulations, 2017</p> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p><math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where <math>W_2 = 100</math>.</p> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document</li> <li>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>f) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> </ul>

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F.3.18	The number of paper copies of signed contract to be provided by the Employer is <b>one</b>
	<p>Labour Content:</p> <p>The minimum Labour content for this project shall be 10% <b>OF THE WORKS</b>.</p> <p><b>Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor's own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.</b></p>
F.3.11	<p>Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette.</p> <p style="text-align: center;"><b>SUPPLY CHAIN MANAGEMENT</b></p> <p style="text-align: center;"><b>EVALUATION PROCESS AND CRITERIA</b></p> <p>The following evaluation process and criteria will be used to evaluate all bids submitted:</p> <hr/> <p style="text-align: center;"><b>1. Administrative Compliance – Phase One</b></p> <hr/> <p>1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</p> <p>1.2 <b>Critical Criteria:</b></p> <p>The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation</p> <ul style="list-style-type: none"> <li>• All Pages to be initialled</li> <li>• Form of Offer completed and signed</li> <li>• Site inspection is compulsory</li> <li>• All attached MBD forms must be completed and signed.</li> <li>• Bidders are required to submit their valid COIDA registration certificate (Letter of good standing/ COIDA)</li> <li>• Bidders are required to submit proof of registration with the Unemployment Insurance Fund. (UIF proof of Registration)</li> <li>• If the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–</li> </ul> <p>(i) The bidder Must Furnish audited annual financial statement for :</p> <p>(aa) for the past three years; or</p> <p>(bb) since their establishment if established during the past three years;</p>

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(ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

(iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

(iv) All bidders must be registered with Central Suppliers Database.

**Bill of quantities to be filled in black ink**

- Initial all alterations in the BoQ
- Authority of Signatory to be signed
- JV agreement submitted (Where applicable)
- Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached)
- Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors)
- Certified ID copies of directors/shareholders/members to be attached
- Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached (Minimum contractor grading of 4CE or higher)
- A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. Proof of purchase
- Proof of purchase or letter of intent from an acceptable plant or machinery hire confirming the intent to make the plant available

**NB: All copies must be certified, the certification must not be older than 3 months of the closing date.**

**2. Functionality – Phase Two**

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

**FUNCTIONALITY**

Item	Criterion	Weighting
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<b>A</b>	Company relevant experience	<b>20</b>
<b>B</b>	The value of relevant projects completed. Score will be based on the successfully executed and completed roads & storm water projects over the last five years of which details are provided on Form T2.1 E	<b>30</b>
<b>C</b>	Plant and Equipment necessary for construction	<b>10</b>
<b>D</b>	Relevant Experience of the Site Agent/Key Personnel to roads & storm water projects	<b>15</b>
<b>E</b>	Specific Knowledge	<b>15</b>
<b>F</b>	Financial Status	<b>10</b>
	<b>TOTAL</b>	<b>100</b>

**NB!**

**The minimum cut off points for functionality is 60 points out of 100 points and any bidder scoring less than 60 points will not be considered for further evaluation.**

**Tenderers to submit required information as stated below. Non-submission will result in loss of points.**

Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of **60** points will then be evaluated in terms 80/20 preference point system.

**A. RELEVANT COMPANY EXPERIENCE**

No	Target Goals	Maximum Points 30	Points Claimed
<b>1</b>	Tenderer scores zero (0) points where no information regarding the company's relevant past experience indicated. <b>0-2 projects =0</b>	<b>0</b>	
<b>2</b>	Tenderer scores 15 points where information regarding the company's relevant experience is provided. <b>3-4 Projects =15</b>	<b>15</b>	
<b>3</b>	Tenderer scores 20 points where information regarding the company's relevant experience is indicated, copies of completion certificates. All relevant projects has full lists with appointment letters. <b>5 Projects and above =20</b>	<b>20</b>	

**Note:**

- No 2 –company relevant experience with a minimum three to four projects. Attach Appointment letters and Completion Certificates.**

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- **No 3 –company relevant experience with a minimum of five and above projects. Attach Appointment letters and Completion Certificates.**

**B. Value Of Relevant Projects Completed (specifically roads & storm water projects)**

No	Target Goals	Maximum Points 30	Points Claimed
1	Tenderer score zero points where information is not provided	0	
2	Tenderer scores 20 points where the value of a completed project/s is/are more > R4 000 000 < R10 000 000 and appointment letter as well as completion certificates are attached.	20	
3	Tenderer scores 25 points where the value of a completed project/s is/are more > R10 000 000 < R15 000 000 and appointment letter as well as completion certificates are attached.	25	
4	Tenderer scores 30 points where the value of a completed project/s is/are more > R15 000 000 and above and appointment letter as well as completion certificates are attached.	30	

**Note: Referees provided, to be contactable to confirm the value and the completion certificates provided.**

**All copies must be certified, the certification must not be older than 3 months of the closing date.**

**C. Plant and Equipment necessary for construction**

No	Target Goals	Maximum Points 10	Points Claimed
1	Respondent score zero points where no plant and or equipment ownership or arrangement to hire is indicated	0	
2	Respondent scorer 5 points where the total minimum plant required a letter of intent from an acceptable plant/machinery hire confirming the intent to make the plant available.	5	
3	Respondent scorer 10 points where the total minimum plant/machinery required is indicated with proof of ownership.	10	

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**Note: points will be allocated as described below.**

Required Plant	Allocated Points	Points Claimed
TLB X (1 in number)	2	
Excavator X (1 in number)	2	
Tipper Truck X (2 in number)	2	
Roller X (1 in number)	2	
Water tanker X (1 in number)	1	
LDVs X (1 in number)	1	
<b>Total Points</b>	<b>10</b>	

**Note: Tenderer to submit proof of ownership with certification not older than three months. In the case of hiring, a letter of intent from an acceptable plant/machinery hire must be submitted confirming the intent to make the plant available**

**D. Experience of Site Agent/Key Personnel (15 points)**

No	Targeted Goal (CVs Compulsory)	Tendered Goal	Points Claimed
<b>Relevant projects that include roads, stormwater and labour intensive construction</b>			
1	Professional Engineer/ Technologist during the past 5 years  The bidder has in his full time employ key persons who is registered with ECSA as a professional engineer/technologist ( ECSA Profesional Registration Compulsory)	5	
2	Site Agent/Contract Manager experience in road, bridges,stormwater and labour intensive construction during the past 10 years. and completed minimum of 5 projects  Less than 10 years =3 Points  10 years and above =5 Points (Contactable Reference/s Compulsory)	5	
3	General foreman experience in road, bridges,stormwater and labour intensive construction during the past 5 years. Has civil engineering/ building trade qualification(NQF Level 2) and completed minimum of 2 projects  Less than 5 years experience = 3 points  5 years and above = 5 points (Contactable Reference/s Compulsory)	5	
	<b>Total points: Experience of Key Personnel</b>	<b>15</b>	

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**N.B: Tenderers to submit curriculum vitae, including project values, with contactable references and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.**

**E. Specific Knowledge (15 points)**

No	Targeted Goal	Tendered Goal	Allocated points by Municipality
1	Site Agent trained in Labour intensive construction methods at least NQF level 2	5	
2	Key Staff trained as OHS Representative and in Labour intensive construction methods at least NQF level 2	5	
3	Plant operator with relevant trade certificate(2.5) minimum three years experience NQF level 2	5	
	<b>Total Points: Specific Knowledge</b>	<b>15</b>	

**N.B: Tenderers to submit curriculum vitae and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.**

**F. Financial status**

Ability of the tenderer to finance working capital requirements before the first claim is paid by the Client. Score will be based on the Bank Rating of the tenderer which will be obtained from the tenderer's banker using details as provided on Form T2.2 B.

Bank Rating	Points	Points Claimed
Bank Rating = F to G	<b>0</b>	
Bank Rating = E	<b>2</b>	
Bank Rating = D	<b>4</b>	
Bank Rating = C	<b>6</b>	
Bank Rating = B	<b>8</b>	
Bank Rating = A	<b>10</b>	

**NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients. etc.)**

Minimum Required Score for functionality is: **60 points**

**Note:** A bidder/s that scores less than **60** points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

**FOR B-BBEE EVALUATION: Kindly attach B-BBEE certificate.**



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Bidders should note that although the above are the main criteria, the MLM may consider other factors when evaluating Bid's and those factors will be discussed with the successful bidder(s) and may not disadvantage any bidder

Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2017.

The 80/20 point system will be as follows:

<b>Price Assessment</b>	<b>80 Points</b>
TOTAL	80
<b>Preferential Elements</b>	<b>20 Points</b>
B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Certified copy of B-BBEE certificate, and a trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.
- A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- Public entities and tertiary institutions must also submit B-BBEE Status Level

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	<p><b>Award of contract to bids not scoring the highest number of points</b></p> <p>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.</p> <p>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.</p> <p><b>Evaluation of bids that scored equal points</b></p> <p>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.</p> <p>(b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>
Local Municipality Special No.1	<p><b>SMME's:</b></p> <p><b>It is encouraged that participation in the contract to a minimum of 10% of the contract value be granted to local SMME companies. Local</b> is defined as "having their head office within the Makhuduthamaga Local Municipality boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred.</p>
Local Municipality Special No.2	<p><b>Local Labour Content:</b></p> <p>The minimum target for expenditure on wages of Local Labour for this project shall be <b>10% of the Tender Sum.</b></p>

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### **T1.3: Standard Conditions of Tender**

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

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

**Annex F**  
(normative)

#### **Standard Conditions of Tender**

##### **F.1 General**

##### **F.1.1 Actions**

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

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

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

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tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

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

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

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

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

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

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**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any

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testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

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**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason,



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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 the packages clearly marked as "SUBSTITUTE".

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

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

**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**



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

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

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

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

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**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

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financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

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

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

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

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the line item total as quoted shall govern, and the unit rate shall be corrected.

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

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

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

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

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

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

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) 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 this sub-clause is repeated.

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

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

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

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

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formula:

$$TEV = NFO + NQ$$

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

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this 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, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

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

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

**F.3.11.8 Scoring preferences**

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

**F.3.11.9 Scoring quality**

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

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

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

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

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

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

**F.3.13 Acceptance of tender offer**

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- 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,
- complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

- addenda issued during the tender period,
- inclusion of some of the returnable documents, and

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c) other revisions agreed between the employer and the successful tenderer.

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

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

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

**END OF SECTION**



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

The tenderer must complete the following returnable documents:

T2.1      RETURNABLE DOCUMENTS FOR TENDER EVALUATION..... T.30



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**T2.1 RETURNABLE DOCUMENTS FOR TENDER EVALUATION**

T2.1 A	CERTIFICATE OF AUTHORITY .....	T.31
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING .....	T.34
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS .....	T.35
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT .....	T.36
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE .....	T.37
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS .....	T.38
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER .....	T.39
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T2.1 P	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014.....	T.61
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T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT .....	T.81
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**T2.1 RETURNABLE DOCUMENTS REQUIRED FOR**  
**TENDER EVALUATION**

**T2.1 A CERTIFICATE OF AUTHORITY**

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

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

**A. Certificate for company**

I,....., chairperson of the board of directors of  
 ..... hereby confirm that by resolution of the board  
 (copy attached) taken on .....20....,Mr/Mrs.....acting in the  
 capacity of.....,was authorised to sign all documents  
 in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
 . Chairman  
 2.....  
 Date

**B. Certificate of partnership**

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

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**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

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

The Joint Venture agreement must be submitted with this document and must clearly state the percentage partnership, payment procedures and VAT payment percentages between the two parties.

Failure to affix the Joint Venture agreement as prescribed to this page shall result in this tender not being further considered for the award of the contract.

**D. Certificate for sole proprietor**

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

As Witness:

1.....

.....  
Signature: Sole owner

2.....

.....  
Date

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

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

NAME	ADDRESS	SIGNATURE	DATE

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



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**T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

.....(Tenderer)

of

.....  
(address)

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

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

Particulars of person(s) attending the meeting:

Name .....

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

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

Name.....

Signature.....

Capacity.....

Date & Time.....



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**T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

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

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



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**T2.1 D SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted. If found at any stage that the information is false and incorrect, the tender will not be further considered for the award of the contract.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....



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**T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

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

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

Tenderer.....





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**T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

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

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

Tenderer.....



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**T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) 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.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER: .....



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**T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE**

Should the combined, extended total tendered for Item 13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

Shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):  
.....% (insert percentage).

SIGNED ON BEHALF OF TENDERER: .....



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**T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: \_\_\_\_\_ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

**NB: Please attach certified copy (Copies) of ID document(s) and proof of payment not older than 3 months**

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

**Witnesses**

1. \_\_\_\_\_  
Full Names

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Full Names

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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**T2.1 J AUTHORISATION FOR DEDUCTION OF OUTSTANDING  
AMOUNTS OWED TO COUNCIL**

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: \_\_\_\_\_(Name of the Bidder or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorise the Makhuduthamaga Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at \_\_\_\_\_ Date\_\_\_\_\_ Month \_\_\_\_\_ 20\_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Thus done and signed for and on behalf of the bidder/Contractor

_____	_____
Signatory	Date

**Witnesses**

1. _____	_____	_____
Full Names	Signature	Date

2. _____	_____	_____
Full Names	Signature	Date



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**T2.1 K MBD 4.**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - The bidder is employed by the state; and/or
  - The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 2.1. Full Name of bidder or his or her representative:.....
  - 2.2. Identity Number:.....
  - 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....  
...
  - 2.4. Company registration number:.....
  - 2.5. Tax Reference Number:.....



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**2.6. VAT Registration**

Number:.....

**T2.2 B**

- 2.6.1 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below.

1“State” means –

- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. Any municipality or municipal entity;
- c. Provincial legislature;
- d. National Assembly or the national Council of provinces; or
- e. Parliament.

2”shareholder” means-

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

2.1. Are you or any person connected with them bidder YES ☐ NO ☐  
presently employed by the state?

2.1.1. If so, furnish the following particulars: Name of person / director / trustee/  
shareholder/ member: .....

Name of state institution at which you or person connected to the  
bidder is employed:

.....

Position occupied in the public institution:

.....

Any other particulars:

.....

.....

.....

2.1.2. If you are presently employed by the state, did you obtain ☐ YES ☐  
NO  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

☐☐



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2.1.2.1. If yes, did you attach proof of such authority to the bid YES  
NO  
document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.1.2.2. If no, furnish reasons for non-submission of such proof:

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

2.2. Did you or your spouse, or any of the company's directors/ trustees/ YES ☐ ☐  
NO

shareholders/ members or their spouses conduct business with the  
state in the previous twelve months?

2.2.1. If so, furnish particulars:

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

2.3. Do you, or any person connected with the bidder, have any relationship YES ☐ ☐  
NO

(family, friend, other) with a person employed by the state and who may  
be involved with the evaluation and or adjudication of this bid?

2.3.1. If so, furnish particulars:

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

2.4. Are you, or any person connected with the bidder, aware of any ☐ YES ☐  
NO

relationship (family, friend, other) between any other bidder and any person  
employed by the state who may be involved with the evaluation and or  
adjustment of this bid?

2.4.1. If so, furnish particulars:

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

2.5. Do you or any of the directors/ trustees/ shareholders/ members of the  
company have any interest in any other related companies whether or  
not they are bidding for this contract?





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2.5.1. If so, furnish particulars:

.....

.....

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

Full Names	Identity Number	Personal Tax Reference Number	State Employee Number/ Persal Number



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**4.DECLARATION**

I, THE UNDERSIGNED

(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



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**T2.1 L MBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to this bid:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



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**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations,



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preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?  
 (*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%



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- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

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



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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;



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





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**T2.1 M      MBD 6.2**

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

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

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

**1. General Conditions**

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

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

Where

x      is the imported content in Rand

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



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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

*(Tick applicable box)*

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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



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Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**

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

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

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

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

NB

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

I, the undersigned, ..... (full names),



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

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

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

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

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

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

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_



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**T2.1 N MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.



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7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



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**T2.1 O CERTIFICATE OF NON-COLLUSIVE TENDER**

**1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**

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

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

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

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

SIGNED ON BEHALF OF TENDERER: .....

**2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

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

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.



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- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

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

SIGNED ON BEHALF OF TENDERER: .....

**T2.1 P COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014**

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

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

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

**Note to tenderer:**

**Discovery that the tenderer has failed to make proper disclosure may result in Makhuduthamaga Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the Tenderer’s misrepresentation.**





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**T2.1 Q REQUIREMENTS IN TERMS OF GOVERNMENT'S  
RECONSTRUCTION AND DEVELOPMENT PROGRAMME**

**M1 General**

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

**K2 Definitions**

**M2.1 Contract Participation Goal (CPG)**

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs.

**M2.2 Affirmable Business Enterprise (ABE)**

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
  - 1) R10 million in respect of contractors who mainly perform Civil Employer's Agenting Services.
  - 2) R2,5 million in respect of labour-only subcontractors
  - 3) R10 million in respect of Manufacturers
  - 4) R15 million in respect of Suppliers
  - 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house



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competence and expertise to perform, in respect of professional service providers, and

- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

**M2.3 “Historically Disadvantaged Individuals (HDI)” means all South African Citizens**

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

**M2.4 Target values**

- (a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	:	10%
ABE support	:	25%

- (b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff : 10%

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

**M3 Preferential Procurement Point System Policy**

The Procurement Policy to be used is included under section 21(b) of the Supply Chain Management Policy



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**M4 Contract Participation Performance (CPP)**

M4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

**M4.2 Monitoring of CPG**

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

**M5 Training**

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.

**T2.1 R EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS**

**1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 2.8.**

<b>Ownership</b>	<b>Percentage owned</b>	<b>Points claimed</b>
------------------	-------------------------	-----------------------

Equity ownership by persons who due to the apartheid policy that had been in place, had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution")

	%	.....
Equity ownership <b>by women</b>	%	.....

**2. DECLARATION WITH REGARD TO EQUITY**

2.1	Name of firm	: .....
2.2	VAT registration number	: .....
2.3	Company registration number	: .....

**2.4 TYPE OF FIRM**

	Partnership
	One person business / sole trader
	Close corporation
	Company
	(Pty) Limited



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[TICK APPLICABLE BOX]

**2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**2.6 COMPANY CLASSIFICATION**

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]

**2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? .....**



T.66

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**2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.**

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

\*Indicate YES or NO

**2.9 Consortium / Joint Venture**



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2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member **(to be consistent with paragraph 2.8)**:

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

\*Indicate YES or NO:



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2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Makhuduthamaga Municipality may, in addition to any other remedy it may have –
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (b) 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;
  - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 ..... SIGNATURE(S) of TENDERER(S)

2 ..... DATE: .....

ADDRESS: .....

.....

.....

.....

**T2.1 S OTHER RETURNABLE DOCUMENTS:**

Not limited to the following: A valid original tax clearance certificate; Copy of Company Registration Certificate; JV Agreement (if applicable); Proof of registration with CIDB; Copy of municipal rates and taxes (not older than 3 months); Certified copies of directors/shareholders/members; Certified copy of BBBEE certificate

.....

**RDP1(E) SCHEDULE OF LABOUR CONTENT**

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 10%

**Note:** The full amount of this 10% target value should be obtained from Local Labour content. This 10% labour content shall be from the LOCAL COMMUNITY, the contractors own key, skilled and unskilled personnel will not be counted towards the said 10% of the contract amount minimum labour content.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
<b>TOTAL</b>			
<b>PERCENTAGE</b>			

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

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





T.70

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**RDP2(E) EMPLOYMENT OF ABE'S**

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

**Note:** The ABEs shall be from the LOCAL COMMUNITY. Should no suitable ABEs be available from the LOCAL COMMUNITY, the following target areas shall be according to the next community levels upwards, being LOCAL MUNICIPALITY AREA, then DISTRICT MUNICIPALITY AREA and then only the LIMPOPO PROVINCE.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
<b>TOTAL</b>				

**Notes to tenderer:**

1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.
2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.
3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF ON THE TENDERER

.....



T.71

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**RDP3(E) HDI EQUITY IN PROJECT**

The tenderer shall complete the table below

<b>Company Name (In Case of Joint Venture, all JV Partner Names)</b>	<b>Other HDI Equity Share %</b>	<b>Female Equity Share %</b>	<b>Total HDI Equity Share %</b>

**Notes to tenderer:**

**The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies, the ratios of equity shareholding are to be replaced by the ratio of HDI and female representivity at directorship level.**

SIGNED ON BEHALF OF THE TENDERER .....





T.73

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**RDP5(E) ABE DECLARATION AFFIDAVIT**

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER .....

**An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.**



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**RDP6(E) GENERIC TRAINING**

Name of Training Institution: .....

Name of Programme: .....

Trainer's Name	Qualification	Subject

**Notes to tenderer:**

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

SIGNED ON BEHALF OF THE TENDERER .....



T.75

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**RDP7(E) ENTREPRENEURIAL TRAINING**

Name of Training Institution: .....

Name of Programme: .....

Trainer's Name	Qualification	Subject

**Notes to tenderer:**

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

SIGNED ON BEHALF OF THE TENDERER .....



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**RDP8(E) EMPLOYER'S AGENTING SKILLS TRAINING**

Name of Training Institution: .....

Name of Programme: .....

Trainer's Name	Qualification	Subject

**Notes to tenderer:**

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

SIGNED ON BEHALF OF THE TENDERER

.....



T.77

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T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX .....

T.64

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

T.65

T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD  
REGISTRATION.T.66





T.78

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**T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX**

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: ..... Closing Date: .....
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>	
<b>PARTICULARS</b>	
1. Name of Taxpayer/Tenderer: ..... 2. Trade Name: ..... 3. Identification Number: (If applicable) <table border="1" style="display: inline-table; width: 150px; height: 20px; vertical-align: middle;"></table> 4. Company / Close Corporation registration number: <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table> 5. Income Tax reference number: <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table> 6. VAT registration number: (If applicable) <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table> 7. PAYE employer's registration number: (If applicable) <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table> 8. Monetary value of tender: <table border="1" style="display: inline-table; width: 200px; height: 20px; vertical-align: middle;"></table>	
<b>DECLARATION</b>	
I, ..... the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:	
(i) Have been satisfied in terms of the relevant Acts; or (ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.*	
.....	.....
<b>SIGNATURE</b>	<b>DATE</b>
<b>CAPACITY</b>	
<b>PLEASE NOTE:</b> * The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.	



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**T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES**

**1. FINANCIAL STATEMENTS**

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the employer.

**2. DETAILS OF CONTRACTOR'S BANK ACCOUNT**

I/We furnish the following information:

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

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

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

DATE: .....



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**T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as the relevant Category 7CE or Higher

Or

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

Note:

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



T.81

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

T2.3 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE .....T.68

T2.3 B RATES FOR SPECIAL MATERIALS ..... T.69

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

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

MONTH	VALUE (INCLUDING VAT)
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10 (FINAL RETENTION)	R .....
<b>TOTAL: R.....</b>  <b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b> <b>DURATION.....(MONTHS)</b>	

SIGNED ON BEHALF OF TENDERER: .....



T.83

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**T2.3 B RATES FOR SPECIAL MATERIALS**

**Only bitumen products will be dealt with as a special material** in terms of sub-clause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

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

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:.....



C.1

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# **THE CONTRACT**

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



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## **PARTC1: AGREEMENT AND CONTRACT DATA**

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996. ....	C.6
C1.3	PERFORMANCE GUARANTEE .....	C.10
C1.4	CONTRACT DATA .....	C.12
C1.5	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) .....	C.19
C1.6	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) .....	C.21
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C1.9	VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT.....	C.29





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**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:`

**CONTRACT No.: LIM473/HLANIKAHLE /22/23/004**

**FOR THE REHABILITATION OF ACCESS ROAD AT HLALANIKAHLE.**

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

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

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

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

Rand (in words); ..... (in figures)

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

Signature(s) ..... ..

Name(s) ..... ..

Capacity ..... ..

for the tenderer ..... ..

(Name and address of organization)

Name and  
signature of  
witness

..... Date .....

**Acceptance**



C.4

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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:

PARTC1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PARTC3 Scope of work

PARTC4 Site information

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer.....

(Name and address or organization)

Name and signature of witness ..... Date:



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**Schedule of Deviations**

Item	Deviation Details

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

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

**For the Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

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

Name and  
signature of  
witness .....

Date: .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

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

Name and  
signature of  
witness .....

Date:.....



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**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.**

This AGREEMENT made at ..... on this ..... day of ..... in the year ..... between Makhuduthamaga Local Municipality (hereinafter called "the Employer" on the one part, herein represented by ..... in his capacity as ..... and delegate of the Employer and ..... (herein after called "the Principal Contractor") of the other part, herein represented by .....in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No.:...../...../.....for (description of contract)..... in the .....District of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, August 2014):

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer's Agent requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (Second Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-



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- a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “The Act”, together with its amendments and with special reference to the following Sections of The Act.
    - i. Section 8: General duties of employers to their employees.
    - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
    - iii. Section 37: Acts or omissions by employees or mandatories and
    - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
    - v. Construction Regulations 2014
    - vi. , and other safety regulations, as applicable.
  - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.



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

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Department of Roads and Transport. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for....., with effect from ..... until further notice.

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

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

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative



C.9

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requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board the Department of Roads and Transport, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

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

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative. In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

**SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE**

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE: .....

**SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER**

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE: ..... DATE:.....

**Copy to: The Chief Inspector - Department of Minerals and Energy**



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**C1.3 PERFORMANCE GUARANTEE**

**MUNICIPAL MANAGER**  
**Makhuduthamaga Municipality**  
**Private Bag X434**  
**Jane Furse**  
**1085**

CONTRACT .....

I/We, the undersigned, .....

.....

acting herein in my/our capacity as

.....

..... and as such duly  
authorized to represent

.....(Hereinaft  
er referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said  
Guarantor for the

obligations of.....  
(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract  
between the Municipal Manager of Makhuduthamaga Municipality and the said Contractor,  
and/or for the refund by the Contractor of any excess payments to the Contractor not due and  
which cannot be recovered from the amount of the retention money to the credit of the  
Contractor in terms of Clauses 6.2 and 6.10.1 of the General Conditions of Contract 2010, and  
do further bind the Guarantor as surety and co-principal debtor with the Contractor for any  
other amounts which may become payable to the said Municipal Manager from any cause  
whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R .....  
(..... %) of the contract amount which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and  
conditions of the said contract

and the Guarantor undertakes to pay the said amount of R

.....

or such portion thereof as may be demanded immediately on receipt of a written demand from  
you in terms of Clause 6.2 of the General Conditions of Contract 2010. A certificate under your  
hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability  
for the purpose of enabling provisional sentence or any similar relief to be obtained against  
the Guarantor.





C.11

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It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Municipal Manager have been paid and you or the

said Municipal Manager shall always be entitled without your or the Municipal Manager's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2015.

SIGNED at ..... on this ..... day of ..... 20.....

AS WITNESSES:

1. .... GUARANTOR

ADDRESS: .....

.....

2. ....

ADDRESS: .....

.....



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## **C1.4 CONTRACT DATA**

### **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract (GCC) for Construction Works, 3<sup>rd</sup> Edition (2015), (displaying “2<sup>nd</sup> Print” on the frontispiece); and published by the South African Institution of Civil Engineering, are applicable to this Contract.

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

#### **NOTES**

##### **Note 1**

**Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies.**

##### **Note 2**

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



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## CONTRACT DATA

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

### Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.11	The year-end break commences on 15th December 2022 and ends on 9th January 2023
1.1.1.12	"The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1."
1.1.1.15	The Employer is <b>Makhuduthamaga Local Municipality</b> .
	<p>The address of the Employer is:</p> <p style="text-align: center;"><b>Makhuduthamaga Local Municipality</b>  <b>The Municipal Manager</b>  <b>Roads and Storm Water</b>  <b>Private Bag X434</b>  <b>Jane Furse</b>  <b>1085</b></p> <p>Telephone: <b>013) 265 8660</b>  facsimile: <b>(013) 265 1975</b>  e-mail: <b>info@makhuduthamaga.gov.za</b></p>
3.1	<p>The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g.</p> <ol style="list-style-type: none"> <li>1. Approval of extension of time;</li> <li>2. Approval of additional costs;</li> <li>3. Approval of variation orders;</li> <li>4. Approval of penalties;</li> <li>5. Approval from Makhuduthamaga Municipality for the utilization of any Contingencies.</li> </ol>
6.2	The Guarantee is to contain the same wording as the document included as C1.3 under returnable documents.
6.2.1	The amount of the Guarantee is to be 10% of the Contract Price.

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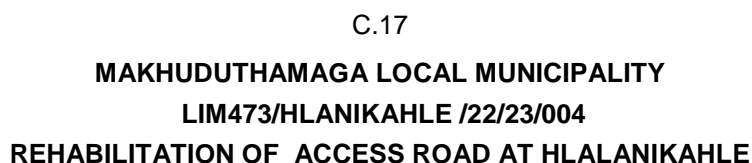
Clause	Contract Data
6.2.2	The Guarantee is to be delivered twenty one (21) days after the Letter of Acceptance.
5.3	The Works are to be commenced within 14 days of the Commencement Date taken as Date of Site Hand-over.
5.6	The Works programme is to be delivered within 14 days of the commencement Date taken as Date of Site Hand-over.
8.6	<i>The amount to be included in the sum insured to cover the value of:</i>
8.6.1.3	<i>a) Materials supplied by the employer for incorporation into the works is R.....</i>
8.6.1.3	<i>b) Professional fees not included in the Contract Price is R.....</i>
8.6.1.5	<i>The following additional and varied insurances are required: Insurance of the works, Contract Price plus 10% of the contract price. (CAR &amp; SASRIA.)</i>
6.5.1	<i>Daywork allowances as tendered in Section 100 of the Bill of Quantities: Materials at cost plus 10%.</i>
5.5.1	<i>The Works shall be completed within 3 months as envisaged by the employer.</i>
5.13.1	<i>The penalty for delay is 0.1% of the contract sum per working day or part thereof.</i>
6.8.2	<div><div><div><div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></d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**REHABILITATION OF ACCESS ROAD AT HLALANIKAHLE**

Clause	Contract Data
	<p style="text-align: center;"><math>d = 0,08 \qquad 0,07 \qquad 0.05</math></p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is <b>Jane Furse</b>.</p> <p>The base month is <b>August 2022</b>.</p>
6.8.3	<p>The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>Specified on Form T2.3 D.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>

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Clause	Contract Data
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is <b>10%</b> of the tender sum (excl CPA and VAT).
6.10.3	The limit of retention money is <b>10%</b> of the tender sum (excluding CPA and VAT)
6.10.4	Minimum amount of interim payment certificate is <b>R350 000-00.</b>
6.10.5	A Retention Money Guarantee <b>is not</b> permitted.
1.1.1.13.1&7.8.1	The Defects Liability Period is twelve (12) calendar months after final completion date.
10.8.1	Disputes are to be referred to mediation.
58.4	Disputes are to be referred for final settlement to arbitration.
Special Clause in terms of Local Municipality	<p>Requirements in terms of government's reconstruction and development programme.</p> <p>Target values</p> <p>In this contract the minimum target values shall be as follows:</p> <p>Labour Maximisation : <b>10%</b></p> <p>ABE support : <b>10%</b></p> <p>HDI Supervisory Staff : <b>10%</b></p> <p>The penalties for not reaching the required target values will be calculated at <b>20% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works.</b> No bonuses for achieving the set target values are applicable.</p>



<b>Clause</b>	<b>Contract Data</b>
1.1.1.9	The name of the Contractor is:  .....
1.2.1.2	The Contractor's address for receipt of communications is:  Physical address:          Postal address:          e-mail address:          Contact numbers:
37.2.2. 3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....%.
42.1	The Works shall be completed within ..... months as proposed by the contractor.
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in the schedule on page T2.3 B.



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**END OF SECTION**





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**C1.5 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

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

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

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

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



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quarrying, blasting and crushing for all the borrow pit sites.

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

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

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2. ....

NAME (Print): ..... NAME (Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2. ....

NAME (Print): ..... NAME (Print): .....



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**C1.6 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

I, ..... in my capacity as Municipal Manager of the Employer, MAKHUDUTHAMAGA LOCAL MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned Acts, hereby, in terms of Section3(1) of the Act (as amended) appoint .....in his capacity as ..... of the Contractor, ..... of address:..... and contact number:..... to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act (as amended) for all the borrow pits on the project no.:.....for  
.....  
.....

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME(Print):1. .... 2. ....

I,..... having been appointed in terms of Section 4 of the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint ..... in his capacity as .....of the Contractor.....as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME (Print):1. .... 2. ....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY**  
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**C1.7 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997**

**DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

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

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

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

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



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**C1.8 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at .....on this the .....day of .....in the year..... between MAKHUDUTHAMAGA LOCAL MUNICIPALITY (hereinafter) called “the Employer”) of the one part,

herein represented by ..... in his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and .....in his capacity as ..... and being duly authorised by virtue of a resolution appended hereto as a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
  - a) all the requirements, regulations and standards of the Act, together with its amendments.
  - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.
4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER .....



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AS WITNESS:

1. .... 2. ....

NAME (Print): ..... NAME (Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2. ....

NAME (Print): ..... NAME (Print): .....



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

(To be printed on Contractors letter head)

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN  
FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO.  
29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMENDMENT ACT (ACT NO. 72  
OF 1997)**

I, ..... in my capacity as ....., having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manager who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint ..... as Sub-Ordinate Manager of the Contractor, ..... of address, ..... and contact number, ..... on contract no .... **for the** .....

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

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

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-

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

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

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

Ensure that work is performed under the general supervision of a person trained



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to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

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

You are further required to inform the Manager, ..... as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

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

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME (Print): 1..... 2.....

I, ....., having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME (Print): 1..... 2.....





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

(To be printed on Contractors letter head)

**APPOINTMENT OF RESPONSIBLE MINE SURVEYOR / COMPETENT PERSON:  
REGULATION 2.12.2 AND 2.12.6 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE  
HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE HEALTH AND  
SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, ..... in my capacity as ....., having been appointed  
in terms of Section 3(1) of the Act (as amended), by the Director: Infrastructure and Planning,  
who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under  
the requirements of the above mentioned Acts hereby, in terms of Regulations 2.12.2 and  
2.12.6 of the Act as amended, appoint ..... as  
Competent Person responsible for mine survey for the Contractor, .....

..... of address .....

and contact number, ..... on all contracts in the Limpopo Province that are  
undertaken by the contractor.

Please confirm this appointment by signing at the bottom.

SIGNED: ..... DATE:.....

NAME: .....

SIGNED: ..... DATE:.....

NAME: .....



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

(To be printed on Contractors letter head)

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

I, ..... in my capacity as ....., having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Director: Infrastructure and Planning, who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint ..... as Competent Person in charge of machinery for the Contractor, ..... of address ..... and contact number, ..... on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18, 20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: ..... DATE:.....

NAME: .....

SIGNED: ..... DATE:.....

NAME: .....



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### **C1.9 Variations to the General Conditions of Contract**

The following amendments of the General Conditions of Contract 2010 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

## **4. CONTRACTOR'S GENERAL OBLIGATIONS**

### **4.1 EXTENT OF OBLIGATIONS AND LIABILITY**

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following:

#### **“4.1.1 Contractor deemed to have inspected the Site**

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

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

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

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

#### **4.1.2 Extent of Contractor' obligations**

Add the following to this sub-clause:

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

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



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#### **4.3 LEGAL PROVISIONS**

Add the following sub-sub clauses:

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

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

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

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

#### **4.4. SUBCONTRACTING**

Add the following subclauses:

##### **“4.4.7 Continuing obligation extending beyond date of completion of the work**

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

##### **4.4.8 Convert the subcontract**

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

Provided that:

(a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and

(b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

#### **4.9 CONSTRUCTION EQUIPMENT**

Add the following: sub clauses:

##### **“4.9.2 Preclude seizure of construction equipment**

In order to preclude seizure by the owner of any constructional plant being held by the

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

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

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

**5. TIME AND RELATED MATTERS**

**5.4 ACCESS TO THE SITE**

Add the following subclause:

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

**5.14 COMPLETION**

Delete the following:

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

**5.16 APPROVAL**

**5.16.1** Final Approval Certificate

Delete the last sentence of this clause and replace with:

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

**6. PAYMENT AND RELATED MATTERS**

**6.6 PROVISIONAL SUMS AND PRIME COST SUMS**

**6.6.1.2.1** In the first line after the word "sums" insert "excluding VAT"

**6.6.1.2.2** In the fourth line after the word "amount" insert "excluding VAT"

**6.10.5** Payment of retention money

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



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

**6.11 VARIATIONS EXCEEDING 15 PER CENT**

**6.11.1 Variations exceeding 30% per cent**

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.



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**PART C2: PRICING DATA**

C2.1	PRICING INSTRUCTIONS .....	C.34
C2.2	BILL OF QUANTITIES .....	C.38
C2.3	SUMMARY OF BILL OF QUANTITIES .....	C.65
C2.4	CALCULATION OF TENDER SUM.....	C.66



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## **C2.1 PRICING INSTRUCTIONS**

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

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

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

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

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

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

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

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

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





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for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

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

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

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to

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provisional sums and prime cost sums.

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

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton



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PC sum           =       prime cost sum  
Prov sum       =       provisional sum

- 14      All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15      The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

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



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CDS Supplier Number.....

CDS UNIQUE NUMBER.....

**C2.2 BILL OF QUANTITIES**

**[ TO BE PROVIDED BY THE BIDDER]**

**C2.3 SCHEDULE OF QUANTITIES**

**C2.3.1 Summary**

**SUMMARY OF SCHEDULES**

SECTION	DESCRIPTION	AMOUNT
<b>TOTAL</b>		<b>R</b>

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**C2.3.1 CALCULATION OF TENDER SUM**

SUB-TOTAL 1	R	
CONTIGENCY @ 0%	R	
SUB-TOTAL 2	R	
ADD 15% OF SUB-TOTAL 1 FOR VALUE ADDED TAX (VAT)	R	
<b>TOTAL CONSTRUCTION COST</b>	<b>R</b>	

**Note :** Tender sum is the value of the offered total of the prices exclusive of VAT, contingencies, CPA and special materials but including contractual variations.



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## **C2.4 CALCULATION OF TENDER SUM**

**Note :** Tender sum is the value of the offered total of the prices exclusive of VAT, contingencies, CPA and special materials but including contractual variations.



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## **PART C3: SCOPE OF WORK**

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### **C3.1 DESCRIPTION OF WORKS**

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**C3.1.1 Employer's Objectives**

The employer's objective is to Construct Makgeru Moshate to Mantime Primary access road and bridge, ensure greater investment in infrastructure, build a sustainable revenue base, improve good governance, contribute to the improvement of health and safety of the community and develop higher level of service while making optimum use of local labour, and creating jobs for locals during construction and creating business opportunities for local contractors and SMME's. The project implementation will be designed to maximise EPWP sector quotas and opportunities.

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

The project is described as the Construction of Makgeru Moshate to Mantime Primary access road and bridge. The proposed facility is located on the North Western side of Jane Furse within the jurisdiction of the Makhuduthamaga Local Municipality area in Sekhukhune District Municipality of Limpopo Province.

**C3.1.3 Extent of Works**

The major items of the remedial works included in this contract are:

The work to be carried out by the Contractor under this contract comprises mainly the following (the length of the road is about 2.2km):

- Extent of the works
- The work will mainly entail the following activities:
- Establishment of the Contractor's Camp Site
- Strengthening of the pavement layer/s where necessary- recycling
- Construction of earthworks
- Construction of speed humps where required
- Re-surfacing of the existing asphalt with 30 mm thick medium grade (Continuously graded hot-mix asphalt) – 2.2 km Installation of kerbs (figure 8C) and Concrete edge beam
- Replacement of damaged precast and/or in-situ concrete kerbs
- Installation of concrete edge beams on bell mouths and accesses
- Repair or replacement of damaged stormwater catchpits
- Cleaning blocked stormwater catchpits
- Road marking
- Replacement of damaged road signs
- Installation of new road signs
- Development of BoQ and working drawings, and all related element.
- The designs must be approved by the Municipality before Construction work commence):
- Design a Labour Intensity Construction to create 25 Work Opportunities
- Preliminary design report with Geotechnical study and survey.
- Detailed and Priced Bill of Quantities
- Develop a skills transfer training schedule for EPWP LIC participants on the project. Construction/Working drawings
- Project management and fulltime supervision during construction stage.
- Completion/Close-out Report and As-built drawings and maintenance plan Unbundling report





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- All labour intensive works to be marked as Labour Intensive Construction (LIC) items in the Bill of Quantities and this development will be part of the Expanded Public Works Programme (EPWP).

**Storm water drainage:**

Stormwater Drainage work will include the following:

- Cleaning and effecting repairs to the existing drainage system (including inlet and outlet structures).
- Diverting of stormwater flow as necessary to effect construction
- Constructing of new drainage structures
- Relocation of services
- Clearing and grubbing of the street reserves
- Patchwork of the existing surface
- Grouted Stone pitching
- Road marking and road signs
- Construction of earthworks
- Construction of speed humps where required

The description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this contract.

**NB: The following parameters should be maintained in the proposal.**

- Appropriate form and function
- Suitable location
- Cost effectiveness



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**C3.1.5 Temporary Works**

The Contractor is to set up a site office for his use as well as for the Employer's Agent's use. The contractor shall submit proposals relating to the site offices and infrastructure to Employer's Agent for approval. The site office to meet the relevant sanitation requirements.

At the end of construction, the temporary works to be dismantled and the site restored as far as possible to what it is.

**C3.1.6 General Information**

**C3.1.6.1 Drawings**

The reduced drawings contained in Annexure C5.2 that form part of the Tender document shall be used for Tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

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

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

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

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

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

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

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

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

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security

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of his camp, and the employer will consider no claims in this regard.

**C3.1.6.4 Additional Requirements for Construction Activities**

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the Employer's Agent for approval.

**C3.1.6.5 Programme Requirements for Construction Activities**

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

**C3.1.6.6 Construction in Confined Areas**

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

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**C3.1.7 Labour Regulations**

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

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

**C3.1.7.2 Applicable labour laws**

Sectorial determination 2: Civil Engineering sector

**C3.2 EMPLOYER’S AGENTING**

**C3.2.1 Design**

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

**C3.2.2 Employer’s Design**

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries.

**C3.2.3 Contractor’s Design**

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

**C3.2.4 Design procedures**

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



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**C3.3 PROCUREMENT**

C3.3.1 Preferential Procurement Procedures

C3.3.1.1 The Contractor's attention is drawn to the following returnable schedules contained in Part T2:

- a) Empowerment and Preferential Procurement and
- b) Enterprise Declaration Affidavit

C3.3.1.2 These schedules contain all requirements with regard to preferential procurement.

C3.3.2 Subcontracting

- a) The Contractor is obliged to utilise any subcontractors specifically nominated by the Contractor, where in the opinion of the employer the contractor cannot provide a subcontractor that is deemed to be insufficiently experienced and can not perform the task at a reasonable market related price.
- b) The Contractor may be required to utilise local subcontractors for the completion of unskilled labour based sections of the works.
- c) The Contractor is responsible for work executed by subcontractors on his behalf.
- d) The Engineer will not negotiate directly with subcontractors and all challenges relating to payments, programming, workmanship, etc., are matters between the Contractor and his subcontractors.



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### **C3.4 CONSTRUCTION**

#### **Site Establishment**

The Contractor shall negotiate with property owners and make his own arrangements to obtain sites for the erection of offices, laboratories, yards, etc. Written approval must be obtained from the owners on whose property the camp is to be situated. The choice of all sites for the establishment of camps is subject to the approval of the Engineer. Campsites within the road reserve will not be permitted. The site for the Engineer's offices and laboratories shall not be used for the accommodation or housing of the Contractor's personnel and employees.

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required

#### **Survey Control and Setting Out of the Works**

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.



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The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

### **Inspection of Adjoining Properties**

The Contractor shall take cognizance of the following:

Before any construction work commences in any section of the Works, the Contractor shall inspect all properties adjoining that section, preferably in the company of the relevant property owner or representative of the owner, and record the following:

- A photographic record of each property;
- All existing visible cracks in the adjoining buildings;
- Alternative accesses to the property;
- Location of services entering the property.

### **Construction in Confined Areas**



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It will be necessary for the Contractor to work within confined or restricted areas. No additional or extra over payment will be made as described for in "restricted areas" in the Standard Specifications. The Contractor shall note that measurement and payment will be in accordance with the specifications, excluding payment for work in restricted areas, irrespective of the method used, and that the rates and amounts tendered shall be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined or restricted areas and narrow widths at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

**Existing Services**

The scope of works for this contract shall be affected by existing services. Where necessary the Contractor must familiarize himself with the position and extent of existing services and to carry out the works in such a manner as not to cause damage to existing services. All manhole covers in the road must be clearly referenced and absolutely no surfacing shall be allowed on any manhole cover.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the Contractor's negligence or unauthorized action shall be for the Contractor's account.

Where applicable, the employer's standard specification for repairing and installation of water and sanitation services shall be used.

**Plant and Materials**

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused and fresh, not older than three months or as approved by the engineer.





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Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification and that the quarry or borrow pits are in compliance with the latest environmental and mining legislation.



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**a) PROGRAM OF WORK**

**i) Construction Program**

A detailed program in terms of the GCC 3<sup>rd</sup> Edition (2015) Clause 5.6, complete with a cash flow budget for the execution of the works must be made available to the Employer's Agent for approval within 14 days after the commencement date. Aspects that will require co-ordination with the Employer must be indicated clearly and provision must be made for it in the program.

It will be an explicit requirement of the contract that this program is updated monthly and submitted to the Employer's Agent at least two days prior to the site progress meeting.

When the work must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be coordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors or to employees of the Employer.

The contractor shall allow for the presence on site of other contractors engaged with other contracts on the same site. He shall assure them of access to their places of work and make allowance for short delays while they perform certain work.

No work of a permanent nature may be executed before the program has been approved by the Employer's Agent.

The Employer's Agent retains the right to alter, as circumstances may require, the sequence in which installation is to be executed. Such alterations will only be made after consultation with all parties concerned.

Subject to any requirements in the Specification as to completion of any portion of the Works, it shall be completed within the times mentioned at the end of the Bill of Quantities, subject to any extension of time that may be granted in accordance with the Contract.

**b) ERECTION, INSTALLATION, ADJUSTMENT AND OPERATION**

The Contractor shall be responsible for ensuring that any work by his own staff or any sub-contractor working for him is carried out to his satisfaction and that the equipment meets all the requirements of the Specification as well as of all laws and all statutory regulations applicable to the Works.

All connectors such as anchor bolts (cast in situ or grouted), expansion bolts, base plates, etc, shall be designed by the Contractor to suit the equipment supplied by him and to ensure compliance with these Specifications.

All mechanical/electrical equipment supplied and delivered under this Contract shall be placed and firmly fixed in position by the Contractor on holding bolts supplied by him to ensure that it will operate efficiently to the satisfaction of the Employer's Agent. Affixing shall mean the supply and installation of all nuts, bolts, plates, grout etc and shall include for all labour and other activities such as sawing, cutting, filing, grinding, drilling, welding, repair of corrosion protection, grouting, etc. required for the fixing of the equipment. If the Contractor does not have the qualified personnel at his disposal he shall appoint the necessary specialists at his own cost.



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The Contractor shall be responsible for providing and installing all bolts, nuts and washers. All bolts, nuts and washers shall be as specified in Clause PS29.

All dimensions of all equipment shall be checked by the Contractor after manufacture and on delivery.

Before handing over the plant, the Contractor is to ensure that every component is operating satisfactorily. The Contract will not be deemed to have been completed until the Employer's Agent is fully satisfied in this regard.

It is an express condition of this Contract that the guarantee period on all equipment given by the suppliers to the Contractor shall only commence once the works is in operation. This stage will be reached once the Certificate of Completion has been issued.

**C) EMPLOYER'S AGENT TO APPROVE SPECIFIC EQUIPMENTS**

It is a condition of this Contract that the Contractor shall submit details of all equipment (i.e. motors, gearboxes, electrical equipment, etc) to the Employer's Agent for his written approval before placing final orders for such equipment. This is to ensure that the equipment ordered is in accordance with that offered according to the Technical Data Sheets.

The shop details for all fabricated steel items shall be submitted to the Employer's Agent for checking prior to commencing fabrication. The Employer's Agent shall require the Contractor to change any design details that on checking are found not to comply with the Specifications given herein, and no extra payment will be made for such changes. The Employer's Agent's approval will not relieve the Contractor of his full responsibilities for the due performance of the equipment installed.

The design of all methods of joining and fixing to concrete structures shall be submitted to the Employer's Agent for approval. Such approval will not relieve the Contractor of his full responsibility for the proper performance of the Works.

Mechanical joints subject to vibration or movement during the working life of the equipment, or those in inaccessible places, shall have the nuts locked or pinned, or the bolts peened over.

The Contractor shall also supply samples as and when required by the Employer's Agent.

The Employer's Agent may also, in exercising the powers vested in him, order the Contractor to remove all or any of the material and equipment which, in his opinion, is of an inferior quality and to replace them with proper materials or equipment at his own expense.

**i) Tests on Site**

All Site tests shall normally be carried out in the presence of, but always to the satisfaction of the Employer's Agent and at such times as he may reasonably require. The Contractor shall provide all the relevant test equipment and bear the costs of all testing to be done. All equipment must be tested to ascertain whether it performs its intended duties in a manner as specified.

The contractor shall submit to the Employer's Agent, for approval, a schedule of tests to be performed during cold and hot commissioning. The schedule is to be submitted at least 14 days before the planned date for cold and hot commissioning.

On completion of erection and installation the Contractor must carry out the following tests, where applicable, in addition to any other tests which may be specified elsewhere:



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**Before commissioning:**

- a) Insulation tests as required by the Council's By-Laws.
- b) Earth continuity tests.
- c) Tests for correct direction of rotation of motors and reverse if necessary.
- d) Test for correct operation of control gear setting of overload protection equipment, etc.
- e) Test for correct alignment of shaft bearings.

**After commissioning:**

Checking overall functions of the unit under specified conditions.

On completion of installation and putting into proper operation all the pumps and equipment, the Contractor will be required to make suitable arrangements for the testing of all equipment supplied under this Contract, in presence of the Employer's Agent or his representative.

The entire cost of testing, including supply of test equipment, must be borne by the Contractor and an adequate allowance for such tests must be made in the tendered price.

**ii) Accepted Laboratories**

Unless otherwise stated in a specification that forms part of this Contract, only the testing laboratories of the South African Bureau of Standards, the Council of Scientific and Industrial Research, the relevant Government Departments and Local Authorities will be accepted as approved laboratories in which tests or design work required in terms of a specification may be carried out.

**iii) Methods of Testing**

Unless otherwise prescribed in a specification that forms part of this Contract, all testing shall be carried out and interpreted in strict accordance with the methods specified in relevant SANS, IE or BS Specification(s).

**e) SERVICING**

Only the defects related works will be monitored during the defects period.

**f) DEFECTS LIABILITY PERIOD**

Without limiting in any way, the obligations or responsibilities of the Contractor for maintenance, the Contractor shall make regular quarterly visits to the site during the defects liability period. During these visits, he shall make all adjustments to everything necessary to ensure the proper running of the works executed by the contractor. After each supervising visit to the Site, the Contractor shall submit to the Employer's Agent a report on:

- a. The condition of the equipment and the servicing work carried out, and
- b. Any adjustments which may have been made.

**g) PAYMENT CERTIFICATES**

Where retention money is applicable to a Contract, the retention money shall be deducted on the invoice from the total amount for work done and then the Value Added Tax (VAT) will be added to calculate the total amount payable on the invoice.

If penalties are payable, these will be deducted prior to the addition of VAT but after the calculation of retention money.



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Tax invoices shall be submitted for each interim payment claim. The Contractor shall submit a provisional invoice with his payment claim as soon as possible after the date of measurement.

Once agreement has been reached with the Employer's Agent on the value of the certificate, the Contractor shall submit an original invoice on which payment will be made. The format will be discussed in the month preceding the first claim and to be resolved before the first payment is made.

### **i) Terms of Payment**

The terms of payment shall be as follows:

**1) Supply and Delivery to Site, including storage (where applicable), quality assurance, painting and all necessary insurance**

- (a) 80 % of the contract price for materials upon delivery.
- (b) 20 % of the contract price for materials upon issuing.

### **Penalty for Late Completion:**

Should the work as described under this Contract not be completely installed and commissioned in the time tendered, a penalty will be payable by the Contractor to the Employer in accordance with the Conditions of Contract. The Employer reserves the right to deduct penalties from outstanding payments.

### **ii) Certificate of Completion**

The certificate of completion will be issued after the successful commissioning of all equipment as described in PS 15. The twelve months defects liability period will start on the date stated in the Certificate of Completion.

Guarantees will be reduced or returned to the Contractor after issuing of the Certificate of Completion and retention monies will be paid out after the defects liability period has elapsed. The Certificate of Completion will not be issued until the documents required in terms of this Contract have been lodged with and accepted as satisfactory by the Employer's Agent.

The issuing of the Certificate of Completion could be delayed if the equipment supplied under this contract cannot be commissioned. If the issuing of the Certificate of Completion is delayed for reasons beyond the Contractor's control, the Contractor will be compensated for his expenses because of the time delay between the completion of the works and the commissioning of the equipment. The rate tendered for the payment item for the postponement of the issuing of the Certificate of Completion must include for all the Contractor's expenses.

### **Measurement and Payment**

Compulsory postponement of the issuing of the Certificate of Completion ..... Rate/day

### **iii) Foreign Exchange Risks**

The provision of forward cover against foreign exchange fluctuations on the imported content of all equipment required under the contract might be required. In his Tender, the Tenderer must state the value of the imported content of each item and the applicable currencies and the exchange rates on which his tender was based.



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The successful Tenderer might be required to take out forward cover on all foreign exchange transactions required in his tender for this contract, the rate applied shall be that ruling at the date of commencement of the Contract that is stated in the Letter of Acceptance.

Amounts tendered will be adjusted for foreign exchange variations up to the date of commencement of the Contract; any fluctuations after this date will be for the Contractor's account.

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## **h) FEATURES REQUIRING SPECIAL ATTENTION**

### **i) Security**

The Contractor shall provide his own security to safeguard his site, plant and materials at all times.

### **ii) Operation of Valves**

During the temporary decommissioning of pipelines and structures, the Works Manager shall undertake the closing and opening of valves on behalf of the client. The Contractor shall notify the Works Manager well in advance when this is required.

### **iii) Work Outside Normal Working Hours**

This must be read with Clause 5.8 of the General Conditions of Contract 2015, 3<sup>rd</sup> Edition (GCC 2015). The Contractor shall pay to the Employer an amount in relation to the annual salary hourly rate per per hour per person needed for supervision by the Employer's Agent when construction work is carried out outside normal working hours, except in the case as set out in Clause 5.10 of the General Conditions of Contract 2015, 3<sup>rd</sup> Edition.

### **iv) Permits**

The contractor shall be required to arrange all permits required with unprejudiced support of the Employer's Agent.

### **v) Key Personnel**

The Contractor is deemed to have in making his offer, all personnel available to perform the works entirely in the contracted time and cost. In addition he shall comply with the prevailing Act 85 of 1993, Occupational Health and Safety Act.

The Employer's Agent and his duly appointed representative will be the key contacts on site.

### **vi) Additional Meetings**

The costs of all additional meetings or inspections over and above the normal, that take place because of the Contractor not keeping to his program or because of the quality of his work will be for the account of the Contractor and will be deducted from the following payment certificate. An amount in relation to the annual salary daily rate per meeting will be paid by the Contractor to compensate for the travelling cost, time, etc. of both the Employer's Agent and the Employer including persons needed by the Employer's Agent and Employer for the meeting.

## **I) QUALITY MANAGEMENT**

### **i) Applicable Quality Assurance Standards**

The Tenderer shall provide a coordinated and formally documented statement of his quality management system, including quality management objectives, policies, organisation and procedures, for the compulsory implementation of SANS 0157, Code of Practice for Quality Management Systems, Part III. The same applies to Part II of the said Code of Practice, which must be implemented on certain selected items only. However, although Part II will not be implemented in all instances it will not exempt the Contractor of compliance with the quality

requirements laid down in the tender documents. Monitoring and control by the Employer's Agent may be done at any time on any material.

The Contractor shall submit with his tender an assessment report on his quality management and quality control system issued by an independent Quality Assurance Authority approved





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by the Employer's Agent. The inspection on which this assessment report is based shall have taken place not more than twelve months prior to the closing date for this tender.

Responsibility for and all associated costs of compliance with this sub clause shall rest with the Contractor.

**ii) Quality Assurance Enhancement**

Should the Contractor or any of the proposed sub-contractors not comply with Sub-Clause PS 22.1 at the time of tender a Contract may be awarded subject to a written undertaking to enhance his own and/or sub-contractor's quality assurance system to the satisfaction of the Employer's Agent before commencement of the Contract.

**iii) Quality Assurance Staff**

The Contractor shall satisfy the Employer's Agent that a quality specialist together with sufficient and suitably qualified staff will be assigned to control the quality of material used by the Contractor and to monitor the quality of the material used by each sub-contractor engaged in the supply of critical and major components and sub-assemblies.

The curriculum vitae of the quality specialist shall be submitted to the Employer's Agent at the time of tender. The Employer's Agent shall approve the proposed quality staff in writing and changes of staff shall require the written agreement of the Employer's Agent.

If the Employer's Agent considers that the proposed quality specialist and/or quality staff is inadequate or becomes inadequate during the course of the Contract due to staff changes or for any other reason, the Contractor shall employ for the period of the Contract and at his cost an independent quality specialist and/or sufficient and suitably qualified quality staff approved by the Employer's Agent.

**iv) Employer's Agents Quality Assurance Representative**

The Employer's Agent may elect to appoint an independent quality assurance representative to act in a surveillance capacity on his behalf for part of or the entire Contract.

**v) Classification of Material**

Part II of the above-mentioned Code of Practice i.e. a quality system for manufacture and installation, will apply only to certain critical material, products and services indicated in the tender documents, of which the Employer's Agent considers the manufacturing and the installation stages of such critical importance that quality assurance by the Contractor shall be of an even higher level than that prescribed in Part III.

**vi) Sub-Letting**

All enquiries made and contracts placed by the Contractor for critical components shall require that sub-contractors comply with the requirements of the preceding Sub-Clauses. Responsibility for and all associated costs of compliance shall rest with the Contractor. In instances where SANS 0157 is not applicable, Tenderers must indicate what equivalent alternative Code of Practice is being implemented.

**vii) Disqualification**

Tenderers who do not include the formally documented statements called for in Sub-Clause 22.1 and who do not respond in terms of Sub-Clause 22.2 above will be disqualified.

**j) STANDARD SPECIFICATIONS**



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Reference made hereinafter to specifications of the South African National Standards (SANS) or the British Standards Institution (BS) shall be deemed to include all revisions of and/or additions to such specifications ruling at the closing date of tenders.

**k) PROTECTION AGAINST CORROSION**

Where corrosion of metal may be expected, the Contractor shall supply materials which are resistant to corrosion. Any material showing signs of corrosion, tuberculation or pitting before expiry of the Defects Liability Period must be replaced by the Contractor. The tendered prices will be held to include the cost of all painting or other surface treatment which is not separately specified or scheduled but which is nevertheless necessary for the protection of surfaces against corrosion. All corrosion protection shall conform to the Corrosion Protection Specification for Civil, Mechanical and Electrical Employer's Agenting Construction, New Revised 2006 Edition, which will be issued during construction stage. The manual is available with the project Employer's Agents during the tender stage at free of charge should a tenderer wishes to obtain a copy.

**l) STRUCTURAL STEELWORK**

The design of structural steelwork and the materials and workmanship used in the construction of same shall comply with the requirements of SANS 0162 and 1431. Grade 300 W steel shall be used.

In the case of welded connections, in addition to welds required for structural strength, a sealing weld shall be carried right around the connection so as to facilitate protection against corrosion.

**m) MILD STEEL PIPES, FITTINGS AND SPECIALS**

All pipe works up to and including 150mm diameter shall comply with the requirements of SANS 62, medium wall standard welded pipes.

All mild steel pipes and fittings with diameter greater than 150 mm shall comply with the requirements of SANS 719 grade A. Specials shall be manufactured from straight pipes in accordance with the relevant requirements of BS534. All welding in pipes and specials shall be electric fusion welding.

Before leaving the factory, all mild steel pipes and fittings shall be protected against corrosion in accordance with the Standardised Corrosion Protection Specification in Volume 2 G02.

Plain ends of pipes and fittings shall be covered and protected against damage while being transported from the factory to the Site.

Wall thickness of pipes and fittings shall be 6 mm, unless specified otherwise in the Detailed Specifications or on the drawings.

**n) FLANGES**

The dimensions and drilling of standard flanges shall comply with the requirements of SANS 1123 for a working pressure of 1 MPa. Flanges shall be machined flat, i.e. without a raised joint face. Puddle flanges shall have the same dimensions as standard flanges but shall be undrilled.

Faces of flanges which will be in contact with jointing gaskets shall receive a protective coating of such thickness and consistency as will not impair the air/gas/water tightness of the joint.

**o) JOINTING MATERIAL FOR FLANGED JOINTS**



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Bolts for flanges shall comply with the requirements of BS 4504 for the working pressures specified and shall furthermore, together with the nuts and washers used in conjunction therewith, be of the material as specified in Clause PS 29. The jointing gaskets shall comply with the requirements of BS 3063 and shall be cut to the full width of the flange and holed for bolts.

**p) BOLTS, NUTS AND WASHERS**

All bolts and nuts shall comply with the requirements of SANS 1700 and shall be 4.6 strength grade. Washers shall be provided at each nut and shall be of the same material (or coating where applicable) to match the bolt and nut. Single coil square section spring washers shall be fitted to all nuts subject to vibration.

Bolts other than jacking bolts shall project not less than 3 mm and not more than 10 mm from the heads of the nuts after tightening. An approved nickel based anti-seize compound shall be used on all stainless steel bolts and nuts.

Unless otherwise shown all bolts, nuts and washers shall be of the material as specified below:

Holding down bolts to be built into concrete work as well as bolts to be installed above ground level directly above and under water shall all be of stainless steel grade 304. Bolts for flexible couplings and flanges for underground installation shall be of the same material as the couplings or flanges. Bolts to be installed inside buildings shall be of the same material as the pipe work and fittings. Corrosion Protection shall be as specified in the Standardised Corrosion Protection Specification for Civil, Mechanical and Electrical Employer's Agenting Construction in Volume 2 G02.

Suitable plastic sleeves and/or washers shall be used for protection against corrosion by metallic action.

**q) METAL WALKWAYS**

All metal walkways shall be made of square pattern type of approved open grid flooring manufactured with 40 x 5 mm minimum thickness bearer bars spaced at not more than 40 mm centres.

Individual panels shall be fully banded.

Open grid flooring shall be made of 3CR12 steel. Pickling and passivation shall be carried out in accordance with the Standardised Corrosion Protection Specification.

**r) HAND RAILING**

Stanchions for hand railing shall be of approved prefabricated ball type made in one piece without welding at ball joints to accept the hand and knee rails and shall have 150 x 75 x 10 mm base plates drilled for M 16 bolts at 100 mm centres.

Hand and knee rails shall consist of 25 mm nominal inside diameter tubing cut and bent to shape. Stanchions shall be spaced not more than 1.5 metres apart. Unless otherwise shown, all hand railing shall be 1000 mm above walkway level.

All tubing, stanchions and base plates shall either be manufactured in 3CR12 stainless steel as scheduled for in the detailed specification or in the Bill of Quantities. Galvanising of handrails shall comply to the Standardised Corrosion Protection Specification. Stainless steel handrails shall have a No.1 surface finish and pickling and passivation shall be carried out in accordance with the Standardised Corrosion Protection Specification.



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### **C3.4.1 STANDARD SPECIFICATIONS**

The following Particular Generic Specifications form part of this Contract and shall be used in conjunction with the Detailed Specifications.

- i) *SANS 1200 Standardised Specifications for Civil Employer's Agenting Construction as approved by the Council of the South African Bureau of Standards.*
- ii) *SANS 10400 The application of the National Building Regulations as approved by the Council of the South African Bureau of Standards.*
- iii) *The NHBRC home building manual Parts 1, 2 and 3.*
- iv) *The conditions of contract and bill of quantities will be according to JBCC series 2018, 3<sup>rd</sup> edition of July 2015.*

*Standard unit of measurement*

*- Model preambles of trade*

- v) *Association of South African Quantity Surveyors (ASAQS) Preliminaries are hereby attached as a supplementary document*

Should any requirements of the Standardised Particular Specifications conflict with any requirements of the Detailed Specifications, the requirements of the Detailed Specifications shall prevail.

### **APPLICABLE SANS 1200 STANDARDS FOR CIVIL WORK**

The Standard Specification for any associated civil works applicable to this Contract are not issued with this volume but are available at the Contractor's expense from Standards South Africa:

**Office Address:**

1 Dr Lategan Road  
Groen Kloof  
PRETORIA

**Postal Address:**

Private Bag X191  
PRETORIA  
0001

**Telephone:**

National: (012) 428-6883  
International: + 27 12 428 6883

**Telefax:**

National: (012) 428-6928  
International: + 27 12 428 6928

**Email:** sales@sabs.co.za

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

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

“The General Conditions applicable to this Contract shall be the General Conditions of Contract for Construction Works, Third Edition, 2015 issued by the South African Institution of Civil Engineering.

All references to the COLTO General Conditions of Contract, 1998 in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 shall be deleted and replaced where applicable by references to the Conditions of Contract stated in this clause as detailed in table below. The context of the reference to the GCC is also noted.

The Contractor shall note that whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the Conditions of Contract specified in this clause and amended in the Contract Document shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

COLTO Standard Specifications		Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications		Equivalent reference to General Conditions of Contract for Construction, 3 <sup>rd</sup> edition, 2015, applicable to this Contract	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference amended to
1115	1100-2		Definition of GCC		Definition GCC 2010
1202	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to GCC		Applicable to GCC 2010
1206	1200-3	14	Setting out of works		Clause amended in 1206 of Specifications
1209(a)	1200-4		General references to GCC		Applicable to GCC 2010
1209(e)	1200-5	52	Valuation of material brought onto site	6.10	Valuation of material brought onto site
1210	1200-5	54	Certificate of practical completion	5.14	Certificate of Practical Completion
1212(1)	1200-7	49	CPA on alternative designs	6.8	CPA on alternative designs
1215	1200-9	45	Extension of time for completion due to abnormal rainfall	5.12	Extension of time for completion due to abnormal rainfall

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<b>COLTO Standard Specifications</b>		<b>Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications</b>		<b>Equivalent reference to General Conditions of Contract for Construction, 3<sup>rd</sup> edition, 2015, applicable to this Contract</b>	
<b>Clause No</b>	<b>Page No</b>	<b>Clause No</b>	<b>Description or Reference</b>	<b>Clause No</b>	<b>Description or Reference amended to</b>
1217	1200-10	35	Care of the works	8.2	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to GCC 2010
1303(iii)	1300-1	49	Price adjustment Item 13.01 (a)	6.8	Price adjustment Item 13.01 (a)
1303 (iii)	1300-2	49	Price adjustment Item 13.01 (b)	6.8	Price adjustment Item 13.01 (b)
1303 (iii)	1300-1	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303 (iii)	1300-2	53	Variations exceeding 15%	6.11	Variations exceeding 15%
1303	1300-2	12	Payment Item 13.01 (c)	5.3	Payment Item 13.01 (c)
1303	1300-2	45	Payment Item 13.01 ( c)	5.12	Payment Item 13.01 (c )
1403( c) (ii)	1400-4	40 (1)	Variation for rented accommodation	6.4.1	Variation for rented accommodation
1505	1500-3	40	Variation for temporary drainage	6.4	Variation for temporary drainage
Item 15.08	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.09	1500/8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Item 15.11	1500-8	48	Payment of Provisional Sum	6.6	Payment of Provisional Sum
Note (2)	3100-4	40	Payment for prospecting for materials	6.4	Payment for prospecting for materials
3204(b) (iii)	3200-2	40	Payment for oversize material	6.4	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to GCC, PC Sums	6.6.2	General reference to GCC, PC Sums
Item 45.06	4500-3		General reference to GCC, PC Sums	6.6.2	General reference to GCC, PC Sums

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COLTO Standard Specifications		Reference to COLTO General Conditions of Contract 1998 shown in the Standard Specifications		Equivalent reference to General Conditions of Contract for Construction, 3 <sup>rd</sup> edition, 2015, applicable to this Contract	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference amended to
5803 (c)	5800-3	40	Variation, for landscaping	6.3	Variation, for landscaping
5805 (d)	5800-4	40	Variation, for grassing	6.3	Variation, for grassing
Item 58.10	5800-10	48	Payment for Extra Work	6.6	Payment for Extra Work
8103 (c )	8100-1	40	Variation, for testing material	6.3	Variation, for testing material
Item 81.02	8100-26		General reference to GCC, Provisional Sums	6.6	General reference to GCC, Provisional Sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15.1	Clearance of site on completion, with reference to core drilling

**COLTO SERIES 1000: GENERAL**

**SECTION B1100: DEFINITIONS AND TERMS**

**B1155 WORK IN RESTRICTED AREAS**

*REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:*

"No additional or extra over payment will be made for work in restricted areas except for work near structures as defined in section 6100."

*ADD THE FOLLOWING CLAUSES:*



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**B1156 COMMERCIAL SOURCE**

A source of supply of materials chosen by the Contractor. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources."

**B1158 BITUMEN RUBBER**

A hot mixture of penetration-grade bitumen and fine rubber crumbs.

**B1159 LABOUR-OPTIMISING CONSTRUCTION**

The cost-effective employment of as great a portion of labour as is practically and technically feasible to produce the standard of construction required by the specifications. Therefore, the economic substitution of plant and mechanical equipment with available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

**B1160 PATCHING**

Patching shall be any repair work to existing pavement layers with the purpose of repairing local failures with a surface area of more than 1 m<sup>2</sup> but less than 100 m<sup>2</sup>. Repairs in excess of 100 m<sup>2</sup> shall be considered to be reconstruction.

**B1161 POTHOLES**

Potholes are local failures covering an area of less than 1 m<sup>2</sup>.

**B1162 REPAIR**

Measures aimed at maintaining or improving the condition and/or riding comfort of an existing road.

**B1163 STRESS-ABSORBENT MEMBRANE INTERLAYER (SAMI)**

A layer of stone chippings and bitumen rubber constructed between successive pavement layers for the purpose of absorbing stress.

**B1164 PROCESS CONTROL**

Process control means all testing required to be carried out in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the engineer. The contractor is responsible for process control testing. The cost of testing for process control is deemed included in the rates tendered for each item.

The minimum frequency of testing for process control should comply with Section 8300 of the standard specifications: Quality Control."

**B1165 ACCEPTANCE CONTROL**

Acceptance control means whatever testing the engineer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the contractor. Such testing will be carried out at the cost of the employer.



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Both the process and acceptance control testing by the engineer shall be carried out by an accredited laboratory.

**B1166 PRE-TREATMENT**

Treatment of the existing surfacing and base prior to a bituminous overlay or reseal. Pre-treatment can include but is not limited to the following actions:

- Patching, inclusive of saw cutting, excavation, priming and/or tacking, and backfilling with asphalt
- Milling out existing asphalt surfacing and/or base layer, priming and/or tacking, and backfilling with paver-laid asphalt
- Repairing edge breaks, inclusive of saw cutting, excavation, priming and/or tacking, and repairing with asphalt
- Crack sealing, inclusive of cleaning, and applying herbicide, primer and sealant
- Slurry seal surface treatment."

**B1167 FREE HAUL DISTANCE**

The free-haul distance in regard to any material which is moved shall be to the closest municipal landfill site.

**B1168 CLASSES OF EXCAVATION**

No distinction will be made between soft and intermediate excavation.





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**SECTION B1200: GENERAL REQUIREMENTS AND PROVISIONS**

**B1202 SERVICES**

*ADD THE FOLLOWING:*

"A number of existing services occur within the extent of the works that will affect the contractor's programme of work. It is therefore of the utmost importance for the contractor to work in close conjunction with the owners or authorities controlling these services to ensure that the services are not disrupted in any way as a result of the works.

Before work commences, the contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the contractor due to services crossing the site or any authority working on such services, nor will delays caused by such works be accepted as a basis for claiming an extension of time for completing the works."

**B1204 PROGRAMME OF WORK**

**(a) General requirements**

*Add the following as a continuation of the first paragraph:*

"A Gantt chart programme shall be provided, showing the various activities in such detail as the Engineer may require.

A realistic preliminary programme for the completion of the works within the required time period shall be submitted with the tender. This preliminary programme must clearly indicate the duration of the following activities after written notification from the engineer has been received:

- (i) Site establishment
- (ii) All non-construction activities (contractual items that need to be addressed prior to the commencement of the actual works)
- (iii) Submission of works programme
- (iv) Start of construction

In drawing up the works programme the contractor shall make allowance for the following:

- (i) All special non-working days defined in Contract Data.
- (ii) The expected delays: Extension of time resulting from inclement weather.
- (iii) The following restricted working conditions:
  - Limitations in terms of weather conditions especially cold or hot conditions that may make seal work impossible.



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The contractor shall clearly indicate the following:

- (i) A work breakdown structure that identifies all major activities
- (ii) Scheduled start and end dates for each activity
- (iii) Proposed production rates
- (iv) Linkages between activities that clearly identify sequence, floats and dependencies
- (v) The critical path activities
- (vi) Intended working hours and resource allocations (plant and labour)
- (vii) Key dates in respect of information required or due delivery

This initial programme shall realistically account for the forecast cash flow within the defined contract period, and as provided on Form F: Schedule of estimated monthly expenditure. If an alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender."

*Add the following new sub clause:*

**(c) Programme revisions**

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that may have fallen behind. The engineer may demand from the contractor, at the cost of the contractor, a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand."

**B1205 WORKMANSHIP AND QUALITY CONTROL**

*Add the following after the title:*

"The contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan".

*Delete the second, third, fourth and fifth paragraphs and replace with the following:*

"The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover. Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted."



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Should a combined laboratory be implemented the acceptance control requirements of the engineer will be incorporated into the quality assurance system of the contractor.

*Add the following at the end of this clause:*

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

“The engineer shall for the purpose of acceptance control and products and workmanship, assess test results and measurements in accordance with provisions of Section 8200 of the standard specifications (quality control scheme 1). Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing”.

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

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING*

The contractor shall comply with all legal provisions in regard to surveying and setting out work.

*ADD THE FOLLOWING:*

“The Roads and other access/service roads have not been set out. The horizontal alignments shown on the drawings reflect the centre line of the new roads. The contractor shall appoint an experienced and reputable land surveyor to stake the road at 20 m intervals using these alignments and shall take cross-sections of the road formation and adjacent area at 10 m intervals in mountainous areas and 20 m intervals in other areas to a distance of at least 10 m wider than the new road toe-lines. The cross-sections shall clearly define shoulder break lines, drains and batter slopes of existing cuts and fills. The cross-sections of a particular section of the road to be constructed shall be submitted to the engineer for his approval at least 7 days before the time envisaged by the contractor when such a section of road will be constructed. These cross-sections shall then be used for the calculation of quantities.

The reference beacons shown on the drawings shall be used for the purpose of staking and taking cross-sections. The appointed land surveyor shall in addition also construct sufficient reference markers corresponding to the staked line to ensure that accurate measurements can be made.

No additional or extra over payment will be made for staking the road centre line or for taking cross-sections and full compensation therefore shall be deemed to be included in the rates tendered and paid for the various items of work included in this contract.”

**B1207: NOTICES, SIGNS AND ADVERTISEMENTS**

*Delete the third paragraph and replace with the following:*

“All signboards erected in accordance with the drawings or as approved advertisements for the contractor's establishment, shall be removed at the same time as the disestablishment of the contractor's camp.



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**B1209      PAYMENT**

**(b)      Rates to be inclusive**

“VAT shall be excluded from the rates.”

**(c)      The meanings of certain phrases in payment clauses**

**(i)      Procuring and furnishing... (material)**

*Add the following:*

“Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled”.

**(e)      Materials on the site**

*ADD THE FOLLOWING:*

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

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

*ADD THE FOLLOWING SUBCLAUSES:*

**(g)      Payment certificates**

With reference to the Conditions of Contract, the Engineer's Certificate will only be issued after he has received a draft certificate prepared by the contractor at his own expense in the form prescribed by the engineer. The cost of duplicating and delivering copies of the certificate to the contractor, the engineer and the employer shall be borne by the contractor. The engineer and the employer require a total of three sets of A4-sized paper copies.

**(h)      Trade names**

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the engineer may, after receipt of tenders, approve the use of equivalent materials.

**(i)      Work in confined areas**

Except where provided for in the specifications AND the bill of quantities, no extra payment shall be made nor shall any claim for additional payment be considered for construction in



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restricted or confined areas. The omission of standard pay items from the bill of quantities shall be taken to be deliberate and any additional costs incurred shall be included in the tendered rates."

**B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

*ADD THE FOLLOWING PARAGRAPH:*

"Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the employer.

"In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

- (i) In the case of partial completion, the estimated cost to complete the outstanding work is less than 2% of the estimated cost to construct the whole section or sections.
- (ii) In the case of the whole works, the estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (iii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the contractor."
- (iv) Failure to complete the list as outlined on the practical Completion Certificate within the 28 days will render the certificate null and void and the Contractor will have to re-apply for practical completion, as outlined in the GCC 2015, Clause 5.14.1.
- (v) Any information in the contractor's possession, which is required by the engineer and has been requested in writing or specified, has been supplied."

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

*ADD THE FOLLOWING TO THE LAST PARAGRAPH OF SUBCLAUSE (d):*

"These written statements shall be handed to the engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the engineer."

*Under subclause (e) replace the opening paragraph with:*

"Should the contractor use land not provided by the employer for the purpose of his own establishment, engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"



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*and add the following sub subclause:*

- “(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.
- (vii) That copies of lease agreements shall be submitted to the engineer prior to signature by the signing parties, and copies lodged with the engineer after signing. Notwithstanding the engineer's approval of the conditions of a lease the contractor shall be solely responsible for adhesion to the terms of the agreements.”
- (viii) Adherence to the principles of the environmental management plan and legal obligations”.

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

*ADD THE FOLLOWING:*

**"Method (ii) (Critical-path method)**

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

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

“The value of “n” shall be taken as three (3) working days per calendar month.  
If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

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

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

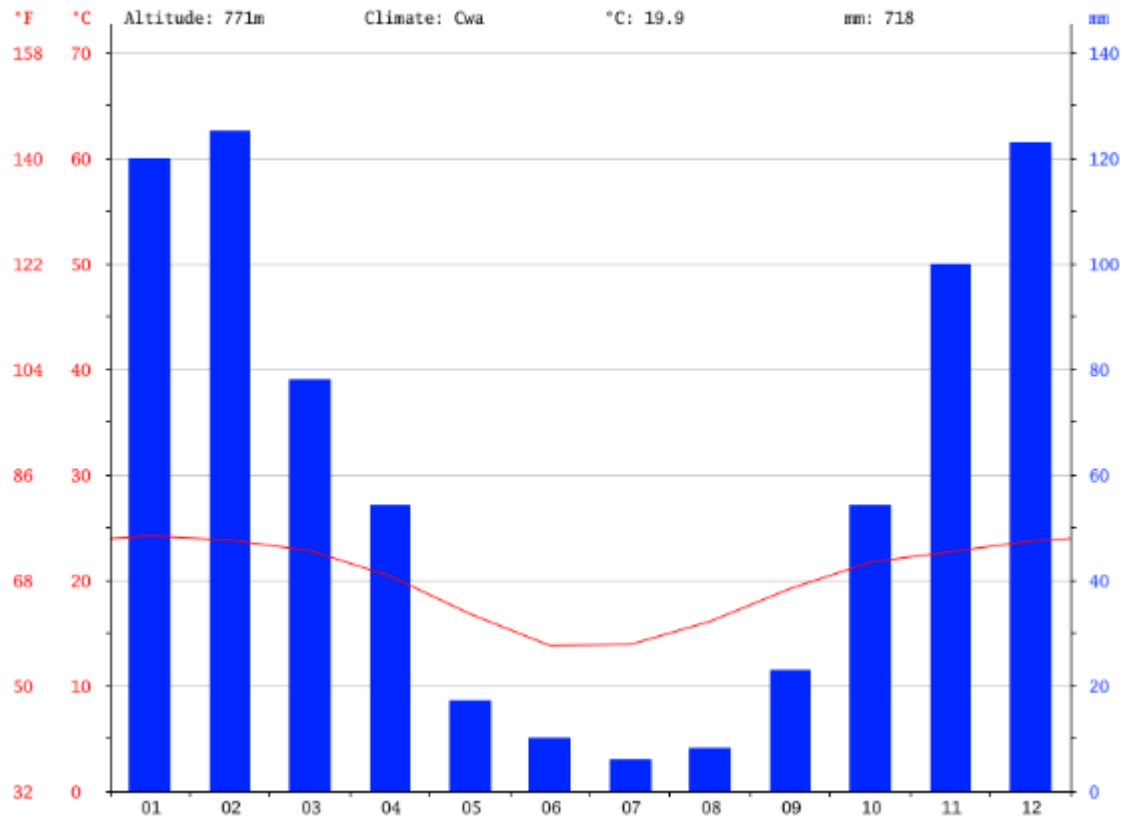
Rainfall records for Riverside:

Average Rainfall:



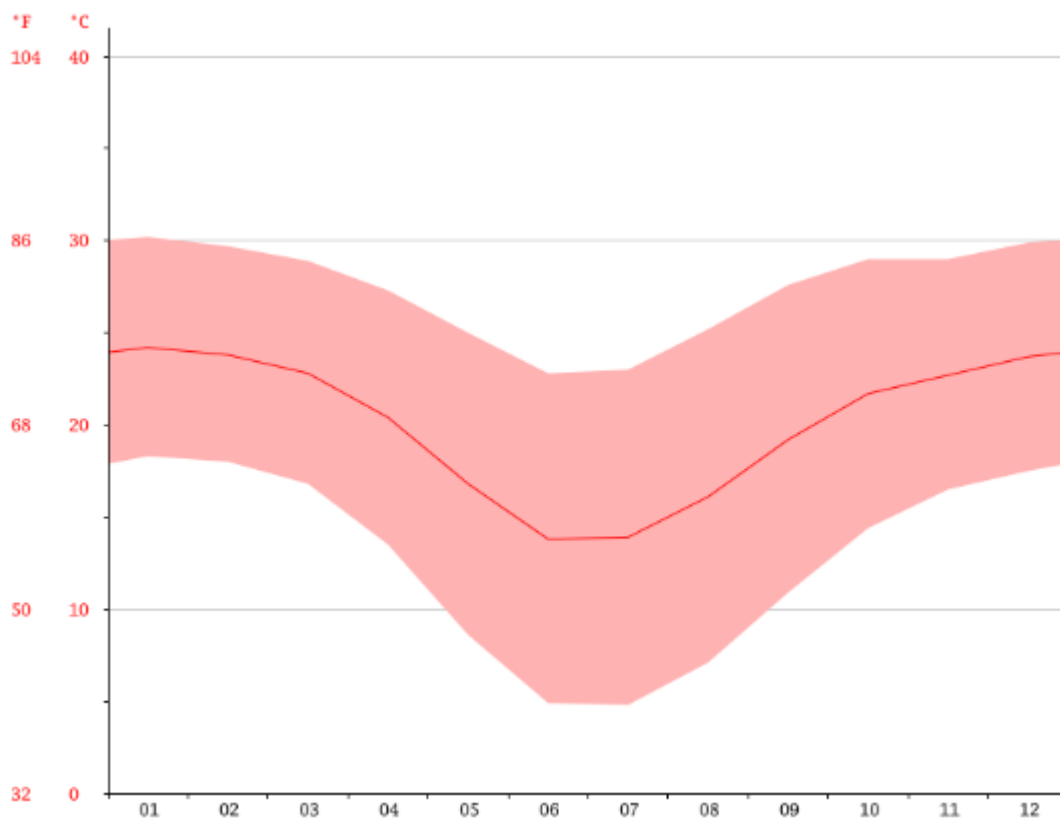
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Average temperatures:

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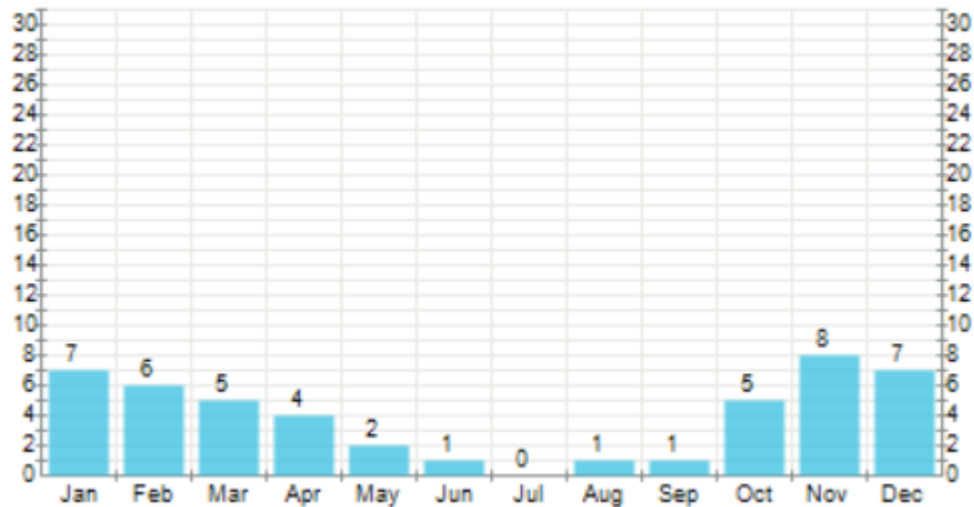
Weather by Month:

	January	February	March	April	May	June	July	August	September	October	November	December
Avg. Temperature (°C)	24.2	23.8	22.8	20.4	16.8	13.8	13.9	16.1	19.2	21.7	22.7	23.7
Min. Temperature (°C)	18.3	18	16.8	13.5	8.6	4.9	4.8	7.1	10.9	14.4	16.5	17.5
Max. Temperature (°C)	30.2	29.7	28.9	27.3	25	22.8	23	25.2	27.6	29	29	29.9
Avg. Temperature (°F)	75.6	74.8	73.0	68.7	62.2	56.8	57.0	61.0	66.6	71.1	72.9	74.7
Min. Temperature (°F)	64.9	64.4	62.2	56.3	47.5	40.8	40.6	44.8	51.6	57.9	61.7	63.5
Max. Temperature (°F)	86.4	85.5	84.0	81.1	77.0	73.0	73.4	77.4	81.7	84.2	84.2	85.8
Precipitation / Rainfall (mm)	120	125	78	54	17	10	6	8	23	54	100	123

Average number of rain days:



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**B1222 USE OF EXPLOSIVES**

*REPLACE PARAGRAPH (g) WITH THE FOLLOWING:*

- "(g) The contractor shall, seven (7) days before each blasting operation is carried out, advise the engineer thereof in writing. Any such blasting operation shall be confirmed with the engineer twenty-four (24) hours prior to execution. The contractor shall make all the necessary arrangements to keep the public and the provincial traffic authorities fully informed with regard to the closures of the road for blasting purposes."

*ADD THE FOLLOWING PARAGRAPH:*

- "(h) Where blasting needs to be carried out within the road reserve of the existing road, it shall only be allowed between 09:00 and 12:00. The road may not be closed for a period longer than thirty (30) minutes during which time all blasting shall be carried out, debris removed from the road surface and the road made safe and passable for traffic. Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the engineer."

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

*ADD THE FOLLOWING PARAGRAPHS:*

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

In addition to the specified repairs, the contractor shall also carry out any maintenance work within the road reserve that the engineer may require. Such maintenance shall



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typically comprise the routine clearing of litter, the clearing and repair of drainage, repair of guardrails and any structural damage caused by traffic during the contract period.

Any such work shall be as ordered by the engineer and shall be carried out as daywork."

**B1225 IN-SERVICE AND STRUCTURED TRAINING**

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

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

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
  - the details of training to be provided
  - the manner in which the training is to be delivered
  - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
  - the name of the contractor
  - the name of the employee
  - the name of the project/contract
    - the nature of the work satisfactorily executed by the worker and the time spent thereon
  - the nature and extent of training provided to the worker
  - the dates of service.

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

**(b) Lead time for training**

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

**B1228 LEGAL PROVISIONS**



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*ADD THE FOLLOWING PARAGRAPHS:*

"The contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this contract are detailed in the project specifications schedule of quantities and drawings, as well as in the employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the contract document.

The contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the employer.

The contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the above-mentioned plan or regulations.

A payment item is included in the schedule of quantities to cover the contractor's cost for compliance with the OHS Act and the above-mentioned regulations."

**B1229 SABS CEMENT SPECIFICATIONS**

*ADD THE FOLLOWING TO THIS SUBCLAUSE:*

"Where reference is made in this Specification or the Standard Specifications to the cement specifications, e.g. SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement compositions, specifications and conformity criteria

Part 1: Common cements.

On this contract CEM II A-L, class 32.5 cement shall be used."

*ADD THE FOLLOWING CLAUSES:*

**B1230 MATERIALS**

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.



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Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorized by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification."

**B1231 REPORTING OF ACCIDENTS**

The contractor shall report every accident which occurs on the road, within the extent of the works, to the engineer, within twenty-four (24) hours of such accident occurring, irrespective of whether such accident has a bearing on damage to the works or to persons, property or things. The report must be in writing and must contain full particulars of the accident. Photographs of each accident shall also be included in the report. The engineer has the right to conduct any or all enquiries, either on the site or elsewhere, as to the causes and consequences of any such accident. The contractor shall also keep a comprehensive record of all accidents which occur on the road and shall make such records available to the engineer on demand.

**B1232 LABOUR-OPTIMISING CONSTRUCTION METHODS**

**(a) General**

The following provisions shall apply in respect of those portions of the works that are specified in Part C3.3 to be executed using labour-optimising construction methods.

**(b) Restrictions on the use of electrical and mechanical plant and equipment**

Except to the extent specified in Part C3.3, and notwithstanding anything to the contrary which may be stated in, or be reasonably inferred from any provisions elsewhere contained in the contract, the contractor shall use only labour and non-mechanically or non-electrically powered hand tools, equipment or plant in the execution and completion of all such portions of the works listed in Part C3.3 that are to be constructed by labour-optimising construction methods; provided always that the engineer may at his sole discretion and at any time, or upon receipt of a

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fully motivated written application from the contractor, instruct or authorise the contractor to use such electrical or mechanical plant and equipment as he may deem appropriate or necessary under the circumstances, in the execution of such portions of the works otherwise required, in terms of Part C3.3, to be constructed using labour-optimising construction methods only.

**(c) Classification of excavations**

Notwithstanding anything to the contrary which may be contained elsewhere in the Specifications, excavations shall be classified according to the specified method of excavation as follows:

(i) Excavations which are:

- not specified in Part C3.3 as required to be executed using labour-optimising construction methods; and
- specified in Part C3.3 as required to be executed using labour-optimising construction methods but which, notwithstanding, are executed by the contractor using mechanical plant and equipment prohibited in terms of the project specifications, either with the prior authorisation of the engineer or in breach of the provisions of the specifications,

shall be classified in accordance with the provisions of the standard specifications.

(ii) Excavations which are specified in Part C3.3 as being required to be executed using labour-optimising construction methods and which are so executed, shall be classified in accordance with table B1231/10.

TABLE B1231/10: CLASSIFICATION OF EXCAVATION

Classification	Number of blows required for a DCP penetration of 100 mm	
	Granular soil	Cohesive soil
Soft	≤30	≤ 10
(b) Hard	> 30	> 10

(iii) Where only excavation in soft material is required in terms of Part C3.3 to be executed using labour-optimising methods, the classification for the purposes of determining the cut-off point for labour-optimising excavation shall be made in terms of sub-clause (ii) above, and the excavation beyond the cut-off point shall be in terms of sub-clause (i) above.

(iv) Classification of material specified to be excavated using labour-optimising construction methods, but not in fact excavated by such methods, whether in compliance with an instruction from the engineer, or in accordance with a concession granted by the engineer or through default of the contractor, shall be made in terms of sub-clause (i) above.



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A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the Thulamela Local Municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works. They will be paid R 200-00 per sitting unless otherwise ordered by the Engineer. The number of sittings are limited to one sitting per month.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

**B1235 COMMUNITY LIAISON OFFICER (CLO)**

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

**(a) Duties of the community liaison officer**

The community liaison officer's duties will be:

- (i) To be available on site daily between the hours of 08:00 and 12:00 and at other times as the need arises. His normal working day will extend from 08:00 in the morning until 17:00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.



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- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in this document (form RDP 12(E)).

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

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

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

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

**B1236 SUBCONTRACTORS**

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

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

**B1237 WORKMEN'S COMPENSATION ACT**

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

**B1238 RELOCATION OF EXISTING SERVICES**

of the This section covers the relocation of existing services that may clash or may be in the way  
as a new services. This also covers the protection of existing services that could be damaged  
result of the works carried out under this contract.

**B1239 CONTRACT NAME BOARDS**





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The Contractor shall provide two project name boards that will withstand the environment. The name boards will be according to the Municipal standard and will be placed after consultation with the Employer.

The name boards shall be removed at the end of the contract period.

**B1240      PAYMENT**

ADD THE FOLLOWING PAYMENT ITEMS:

**B12.01      Excavating material within the following depth ranges  
below ground level for the exposing of/or searching for  
existing services by hand in all classes of material      cubic meter (m<sup>3</sup>)**

The unit of measurement shall be the cubic meter of material excavated within the lengths and widths authorized by the Engineer and the depth required to expose the service. Excavation in excess of the authorized dimensions shall not be measured for payment. The backfilling of excavations or trenches shall be done at intervals of up to a maximum of 150mm.

The bid rates shall include full compensation for all excavation, backfilling, compacting to 93 % of modified AASHTO density, disposing of surplus excavated material over an unlimited free haul distance from the site to an approved dumping site, keeping the excavations safe, dealing with any surface or subsurface water, taking special care to ensure that services are not damaged in any way and any other operation necessary for completing the work.

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

**NOTE:**

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

**B12.02      Occupational Health and Safety Act Administration**

- |    |  |          |
|----|--|----------|
| a) | Contractors initial obligations in terms of the Occupational Health and Safety Act and Construction Regulations      | Lump Sum |
|    | Construction Regulation  |          |
| b) | Contractors Time Related Obligations in terms of the Occupational Health and Safety Act and Construction Regulations | Month    |

Payment of the lump sum bid under Item B12.02 (a) shall include full compensation for all administrative costs and incidentals in respect of compliance with and enforcement of these Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety plan as contemplated in Regulation 7 of the Construction Regulations.

Payment of the lump sum bid will be made in two installments, as follows:





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The first installment, 20% of lump sum, will be paid after the Contractor has submitted a health and safety plan in accordance with the specifications, and the plan has been approved.

The remaining second installment, 80% of the lump sum, will be paid pro rata on a monthly basis.

This pro rata payment will only be paid on condition that no non-compliance reports are established during the monthly audit.

The bid rate per month for subitem 12.02 (b) represents full compensation for that part of the contractors health and safety obligations which are a mainly a function of time. The tendered rate will be paid monthly, pro rata for parts of the month, from the date on which the Contractor has received the SHE File approval letter from the JRA, until the end of the period for completion of the works, plus any extension thereof as provided in clause 5.12 of the general conditions of contract, provided that –

- a) no non-compliance reports are established during the monthly audit.
- b) should the works be certified as having been completed before the contractual date for completion of the works, the contractor will then be entitled to payments in regard to the unexpired period for completion.
- c) should the progress of the contractor in terms of the value of work done be in arrear in regards to his approved programme, payments in respect of this item may be limited to payments for this period, which in his original programme (after suitable adjustments in respect of the extension of time granted) agree with the actual value of the work done.

**B12.03 Provision for a Community Liaison Officer (CLO)**

- a) Payment of one CLO (R3500/month plus R250 cellphone and talktime, plus R250 transport, total = R 4000/CLO/month) Month
- b) Handling costs and profit in respect of sub-item B12.03 (a) Percentage (%)

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

The bid percentage is a percentage of the amount actually spent under the sub-item B12.03 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.

**B12.04 Relocation, removal, realignment and replacement of services**

- a) Relocation, removal, realignment and replacement of existing services including wayleaves Provisional Sum
- b) Handling cost and profit in respect of subitem B12.04 (a) percentage (%)

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

Expenditure under this item B12.04(a) shall be made in accordance with the general conditions of contract.



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The provisional sum under sub-item B12.04(a) allows for the relocation and/or protection of existing services by either the contractor or the service provider.

The bided rates shall include full compensation for all excavation, backfilling, compacting to 90% of modified AASHTO density, disposing of surplus excavated material, keeping the excavations safe, dealing with any surface or subsurface water, taking special care to ensure that services are not damaged in any way and any other operation necessary for completing the work.

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

**NOTE:**

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

Item	Unit
<b>B12.05 The compilation of an Environmental Management Programme for approval in terms of Section 39 (4) of the Minerals and Petroleum Recourses Development Act (MPRDA) 2002 and the compliance of the said Act and Environmental Management Plan during construction.</b>	<b>Lump Sum</b>

The lump sum tendered for subitem B12.05 shall include full compensation for the Compilation of an EMP for approval that meets all legal requirements in terms of all applicable laws. The tendered rate shall also include monthly reporting and on site audits to ensure that the contractor complies with the approved EMP.

Payment of the lump sum will be made in equal instalments over the construction period.

Item	Unit
<b>B12.06 Provision of Accredited Training:</b>	
(a) Engineering (technical) skills .....	Provisional (Prov) Sum
(b) Entrepreneurial skills .....	Provisional (Prov) Sum
(c) Handling cost and profit in respect of sub-item (a) and (b) above Percentage (%)	
(d) Training venue (only if required) .....	Lump Sum

Payment under subitems B12.06 (a) and (b) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the Conditions of Contract.

The lump sum tendered for subitem B12.06 (d) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationery, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.



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

The percentages tendered for subitem B12.06 (c) shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.06 (a) and (b) and shall be in full and final compensation in respect of the contractor's handling costs, profit, mentoring, record-keeping, reporting and all other charges in connection with providing the services.

**B12.07 Professional Services**

Sum	a)	Provision for additional professional services	Provisional
(%)	b)	Handling cost and profit in respect of subitem B12.07 (a)	Percentage

Expenditure under this item shall be made in accordance with the provisions of the General Conditions of Contract.

Payment under Item B12.07(a) shall be made once the consultant issues to the contractor an invoice for professional services rendered in terms of the contract. The payment item is solely to the use of the consultant and prior approval for expenditure is obtained from the Employer.

The percentage tendered for subitem B12.07(b) shall be the percentage of the amount actually paid for professional services as ordered under subitem B12.07(a).

Item	Unit
<b>B12.08 Name Boards .....</b>	<b>Number (No)</b>

The tendered sum shall include full compensation to the contractor for the name boards and to maintain the name boards for the construction period

**B12.09 Provision for 2 No. of Interns for the full duration of the contract**

- a) Payment of one intern (R3000/month plus R250 cellphone and talktime, plus R250 transport, total = R 3500/intern/month) Month
- b) Handling costs and profit in respect of sub-item B12.09 (a) Percentage (%)

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

The bid percentage is a percentage of the amount actually spent under the sub-item B12.09 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing for the interns.



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

**B1302 GENERAL REQUIREMENTS**

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

*ADD THE FOLLOWING:*

"Before the establishment of the contractor's camp at an approved site, the area will first be fenced off and, if required by the engineer, 150 mm of topsoil and vegetation removed to temporary stockpiles as described in Section 1700."

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

**(c) Legal and contractual requirements and responsibility to the public**

*ADD THE FOLLOWING PARAGRAPH:*

"There has been recent legislation promulgated by Government that improves mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, the following additional specifications are included in the project specifications.

- (i) Part C1.5 contains the specification that regulates the contractor's construction methods so far as to ensure health and safety of his employees and of the public. The cost of health and safety measures during the construction process must be included under item 13.01."

The responsibility is on the contractor to make sure that he complies with all the legal requirements and the municipal by-laws pertaining to construction works or otherwise.

"The contractor shall comply with all statutory and contractual requirements of the Environmental Management Programme."

**B1303 PAYMENT**

**Item**

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

*ADD THE FOLLOWING AFTER THE FOURTH PARAGRAPH:*

"The combined total tendered for subitems (a), (b) and (c) shall not exceed 15% of the tender sum."



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*DELETE THE SEVENTEENTH PARAGRAPH COMMENCING WITH "The tendered rate per month for subitem B13.01(c) ..." AND REPLACE WITH:*

"The tendered rate per month for subitem B13.01(c) represents full compensation for that part of the contractor's general obligations which is mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the commencement date until the end of the period for completion of the works, plus any extension thereof, provided that:"

*ADD THE FOLLOWING AT THE END OF THIS PAY ITEM:*

"The amount payable to the contractor for time-related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of the Conditions of Contract, shall be calculated by taking account of only payment items for which the unit of measurement is 'month'. All pay items for which the unit of measurement is 'month' shall be deemed to be based upon an average of 23 working days per month."



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**SECTION B1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

**(a) General**

*ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH:*

"Burglar-proofing shall comply with the requirements of CKS 338.

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

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

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

**(b) Offices**

*ADD THE FOLLOWING SUBSUBCLAUSES:*

"(xviii) Steel plan cabinets shall be able to accommodate one hundred and fifty A0-sized drawings hanging vertically from approved holders.

(xix) The electric refrigerator shall have a capacity of at least 200 litres.

(xx) Floodlights at the offices and laboratory of the supervisory staff shall be controlled by a photocell for security purposes.

(xxi) The cellphones and car kits supplied to the engineer's site staff shall be supplied for the duration of the contract. The prime cost sum shall also include for the cost of all telephone calls in connection with contract administration."

**(c) Laboratories**

*ADD THE FOLLOWING TO SUBSUBCLAUSE (xiv):*

"The lengths of the baths are governed by the heating and water-circulation apparatus and the number of cubes to be stored, and must be approved by the engineer before the baths are constructed."

*ADD THE FOLLOWING TO SUBSUBCLAUSE (xv):*



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"The freezer compartment of the refrigerator shall have a capacity of approximately 50% of the volume of the refrigerator."

**(h) Communication System**

*REPLACE WITH THE FOLLOWING:*

The Contractor shall provide the Engineer with a monthly airtime top-up voucher of R1 000-00 and a 3G data card and 500mb/month in data bundles.

*ADD THE FOLLOWING SUBCLAUSE:*

**"(i) Computers and printers**

When instructed by the engineer, the contractor shall provide approved new computer equipment, including software and printers for use by the engineer's site personnel. The type of equipment and software shall be as instructed by the engineer and payment for equipment and maintenance shall be made through item B14.12.

All equipment provided shall be kept fully serviceable at all times by the contractor. The contractor shall repair/replace any defective equipment within 48 hours after notification by the's staff. The contractor shall also be responsible to provide all paper and ink cartridges required by the engineer.

The minimum requirement for the Laptop and printer will be:

Laptop: 3.2 GHZ Processor, 4 GB RAM, 320 Gig HD, CD/DVD Drive with USB port min. Core i3 or similarly approved, complete with Windows 8 operating system & MS Office Basic and 3G Modem

Printer: Colour printer with minimum page feed

At the end of the contract, the equipment and software shall revert back to the contractor."

*ADD THE FOLLOWING SUBCLAUSE:*

**(j) Safety Equipment for Engineer's staff**

The Contractor shall allow for providing the following protective clothing for the engineering staff:

- 2 high visibility vests
- 2 hard hats (white)
- 2 Sets of safety boots

The contractor must also provide a water closet and water on tap (for personal hygiene) not further than 10m from the site office.



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**B1404 SERVICES**

**(b) Water, electricity and gas**

*ADD THE FOLLOWING:*

"The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. Payment for the voltage regulator shall be deemed to be included in the rates tendered for the supply of power. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the contractor shall be liable for payment of all repair or replacement costs of such damaged items."

**(c) Maintenance**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"The contractor shall supply all labour, equipment and materials required for keeping the offices, laboratories, ablution units, car-ports at the offices and laboratories, and the housing for labourers in a neat and clean condition, and shall immediately undertake repairs requested by the engineer to the offices, laboratories, ablution units, car-ports, rented houses and the housing for labourers. The contractor is not responsible for keeping rented houses in a clean and neat condition, nor for tending to or caring for the gardens."





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**SECTION B1500: ACCOMMODATION OF TRAFFIC****B1501 SCOPE**

*ADD THE FOLLOWING:*

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

**B1502 GENERAL REQUIREMENTS****(a) Safety**

*ADD THE FOLLOWING:*

*ADD THE FOLLOWING PARAGRAPH:*

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

**(b) Providing temporary deviations**

*ADD THE FOLLOWING PARAGRAPH:*

"The contractor shall keep the provincial traffic police, the municipal traffic department and the engineer fully informed of changes in the normal traffic flow and obtain their approval for these changes."

**(e) Access to properties**

*ADD THE FOLLOWING:*

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

**(i) Traffic safety officer**

*ADD THE FOLLOWING AFTER SUBCLAUSE (viii):*

"(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the works

(x) arrange for the removal of broken down vehicles that obstruct the normal traffic flow

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



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intensity of 55 W. The flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

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

***ADD THE FOLLOWING NEW SUB-CLAUSES:***

***"(j) Public traffic***

The contractor shall plan and conduct his activities in such a way as to bring about the least possible disruption to the residents and public on the streets on which he works.

General layouts and details for the accommodation of traffic is provided in the South African Road Traffic Signs Manual (SARTSM), Chapter 13, 1994, *Roadworks Signing*, which shall be used on this contract.

***(k) Liaison with the St traffic department***

The contractor shall obtain permission and approval of his traffic management plan from the municipality in writing prior to any work is started on any section of the work.

***(l) Non-compliance with the conditions for the accommodation of traffic***

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the public traffic in accordance with these specifications or as required by statutory authorities or ordered by the engineer, the engineer shall have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered, until he is satisfied that the conditions have been complied with."

No additional payment shall be made for costs as a result of sub clauses j, k and l. All costs related thereto are to be covered under the items scheduled under section 1500 in the Schedule of quantities.

**B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

***REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:***

"The contractor shall supply, erect and maintain all necessary temporary road signs in accordance with the drawings and the S A Road Traffic Signs Manual Volume 2, Chapter 13: Roadworks Signing (available from Government Printer, Pretoria).

All temporary road signs, devices, sequences, layouts and spacings shall comply with the requirements set out in the National Road Traffic Act, 1996 (Act No 93 of 1996), the National Road Traffic Regulations, 2000 of the relevant authorities and on the drawings or as instructed by the engineer.

The contractor shall indemnify the employer against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of road traffic signs, barricades, traffic-control facilities, channelization devices and warning devices."



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**(b) Road signs and barricades**

*ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:*

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

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted ballasting of the sign supports shall be by using durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Part 13 of Volume 2 of the South African Road Traffic Signs Manual.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the engineer is obtained. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the contractor fail to respond to an instruction to re-erect a road sign within three hours or fail to comply to the requirements, the work on that section will be suspended without any compensation to the contractor.

If required, permanent road signs shall be covered using a hessian bag pulled over the sign in the form of a hood and fastened to the sign posts. The use of plastic bags or other materials fastened with adhesive tape shall not be permitted. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates of items B15.01 and B15.10."

**(c) Channelization devices and barricades**

*ADD THE FOLLOWING PARAGRAPHS:*

"Drums shall not be used as channelization devices.

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

- (i) They shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- (ii) The blade shall be retro-reflectorized, with Class I yellow sheeting on the side facing oncoming traffic.
- (iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.
- (iv) The delineators shall be subject to the approval of the engineer.



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- (v) The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the engineer.
- (vi) Traffic cones made of a fluorescent red-orange or red plastic material, shall be used only at short-term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

**(d) Barriers**

*ADD THE FOLLOWING:*

"Guardrails mounted on steel drums shall not be used as barriers."

**(e) Warning devices**

*ADD THE FOLLOWING TO THE FIRST PARAGRAPH:*

"The flashing lights shall have a minimum intensity of 55 W."

*ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE SECOND PARAGRAPH:*

"The warning boards shall be at least 1,5 m above ground level."

*ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:*

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

**(i) Vehicle mounted flashing lights**

Rotating lights shall have an amber lens with a minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

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

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

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

**(ii) Sign mounted flashing lights**



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

*ADD THE FOLLOWING SUBCLAUSES:*

**"(g) Safety jackets**

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

The engineer, his personnel and visitors shall wear safety jackets at all times when they move about the site. The contractor shall provide the engineer with four (4) safety jackets. The safety jackets shall be orange in colour and shall be submitted for the engineer's approval before they are purchased. No separate payment will be made for the safety jackets and full compensation therefore shall be included in the rates tendered for in section 1500.

**(h) Other traffic control measures ordered by the engineer**

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

**B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS**

*REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:*

"The effective carriageway width for any two-way traffic accommodated on an existing bituminous surfaced road shall not be less than 6,0m. No single lane shall be less than 3,0m wide.

Where the traffic is accommodated in half-widths, the effective lane width for one-way traffic shall not be less than 3,0m."

**B1505 TEMPORARY DRAINAGE WORKS**

*ADD THE FOLLOWING TO THE LAST PARAGRAPH:*

"The construction of temporary culverts shall be in accordance with Section 2200. Temporary culverts no longer required shall be removed as directed by the engineer. Excavations shall be backfilled with suitable granular material and compacted to the densities specified by the engineer."

**B1507 GRAVELLING OF TEMPORARY DEVIATIONS OR OF EXISTING ROADS USED AS TEMPORARY DEVIATIONS**



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*ADD THE FOLLOWING TO THE SECOND PARAGRAPH:*

"The gravel material laid on existing roads used as diversions shall comply with the following:

Maximum size : 37,5 mm

Oversize index (Io) : 0 (% retained on 37,5 mm sieve)

Shrinkage products (Sp) : 100 - 240 (linear shrinkage x % passing 0,425 mm sieve)

Grading coefficient (Gc) :  $16 - 34 [(\% \text{ passing } 26,5 \text{ mm} - \% \text{ passing } 2,0 \text{ mm}) \times \% \text{ passing } 4,75 \text{ mm}/100]$

CBR :  $\geq 15$  at 93% of modified AASHTO density."

**B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS**

*ADD THE FOLLOWING:*

"The contractor shall arrange his activities so that construction traffic and equipment do not unnecessarily obstruct public traffic or force it to a complete standstill. The flow of public traffic shall always take precedence and the contractor shall not stop or delay public traffic using the half-widths to make way for construction traffic.

However, the engineer may under special circumstances agree to stop the traffic for a maximum period of 15 minutes, but with the express provision that the traffic authority controls such an eventuality. Should the contractor require longer closure times, this will only be considered on the submission of a detailed method statement for the work to be done and on receipt of accommodation of traffic drawings and an incident plan. Such submission shall be done at least 14 days prior to the intended closure."

*REPLACE THE THIRD PARAGRAPH AND ONWARDS WITH THE FOLLOWING:*

"Work in half-widths shall at all times be restricted to one lane at a time. The contractor shall not be allowed to work on both lanes simultaneously.

Work on the road shall be executed as follows:

- (i) The work may commence at any of the contract limits or any point in between. The contractor shall however, note that the relocation and/or protection of services intersecting the site may not yet have been carried out by the service authorities and this may affect the contractor's programme of work. To this extent the contractor's attention is drawn to clause B1202.
- (ii) The total road length which may be demarcated at any time for construction, upgrading or rehabilitation shall not exceed 2,5 km per work area, excluding transitions and signs.
- (iii) A minimum distance of 5 km must be maintained between any two consecutive work areas.
- (iv) Under no circumstances may any of the actions under (ii) be undertaken on more than two adjacent work areas simultaneously.



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- (v) The contractor will not be allowed to occupy a new section of road before a previous section has been substantially completed. For the purpose of this contract, substantial completion shall mean the completion of the work to the satisfaction of the engineer in order to open the road for two-way traffic.
- (vi) Manually controlled traffic signals and two-way radios shall be used to control the traffic during daylight hours. Traffic signals shall be controlled electronically during night time, or manually with two-way radios subject to approval by the engineer."

*ADD THE FOLLOWING CLAUSE:*

**"B1518 RETRO-REFLECTIVE MATERIAL**

"Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in clause B8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in table B8118/1."

**B1517 MEASUREMENT AND PAYMENT**

**Item**

**B15.01 Accommodating traffic and maintaining temporary deviations**

*Replace the first paragraph with the following:*

"The unit of measurement shall be the kilometre, measured along the centre lines of the road. Accommodation of traffic shall be measured once only, that is no separate payments shall be made for lane and shoulder rehabilitation, slurry, reseal, asphalt overlay, side drains, etc. The bypass for abnormal vehicles and gravel service roads shall not be measured. Only the net distance of the road shall be measured and overlapping distances during staged rehabilitation shall not be measured. A distinction shall be made between accommodation of traffic on the through road and accommodation of traffic on the cross roads and intersections

*ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:*

"The limits for any particular section of road over which traffic has to be accommodated and deviations have to be maintained shall be the distance measured between the limits of construction of the particular section of road under consideration. Only the net distance of the road shall be measured and overlapping distance during staged rehabilitation shall not be measured.

The rate tendered for accommodating traffic and maintaining temporary deviations will include full compensation for a full time traffic safety officer on site."

**Item**

**Unit**

**B15.03 Temporary traffic-control facilities:**

REPLACE THE DESCRIPTION OF SUBITEMS (g) AND (h) WITH THE FOLLOWING:

"(a) Flagmen ..... Man Day





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"The unit of measurement shall be a full day and night worked by flagmen. A man-day shall be deemed to comprise of three eight hour shifts in a twenty four hour period. Three shifts of eight hours per flagman equates to one man-day. Shorter single portion shifts (6 to 10 hours) shall be measured as a half man-day."

*Amend item 15.03 (h) to read as follows:*

- "(h) Delineators (DTG50J), 150 mm x 600 mm high  
(i) Single ..... number (No)  
(ii) Mounted back to back..... number (No)

The unit of measurement shall be the number of delineators provided, and completely erected.

The tendered rates shall include full compensation for providing and erecting each sign complete. It shall also include moving the signs as may be necessary.

The cost of delineators for traffic accommodation will only be provided once off and the cost of replacing damaged delineators will be for the contractor's cost. The contractor shall therefore allow in his tendered rates for the replacement of damaged delineators for the period of traffic accommodation on site.

Expenditure under this item shall be made in accordance with the general conditions of contract, sub-clause 13.5, for the supply and installation of any additional signs or other traffic control measure ordered by the engineer in accordance with clause B1503(g)."

*ADD THE FOLLOWING TO THE LAST PARAGRAPH:*

"Payment for the provision of temporary traffic-control facilities shall be paid for once only, irrespective of the type of work to be executed or the number of times that the temporary traffic-control facilities have to be moved and re-used."

*Replace the payment item to read as follows:*

Item	Unit
<b>B15.12 Temporary culverts::</b>	meter (m)
"(a) Provision and laying of temporary prefabricated culverts complete together with the maintenance and re-alignment thereof if needed (no additional payment for the maintenance and re-alignment) (600 mm dia pipe culvert, 100D, sand bedding	

The unit of measurement shall be the meter of culverts provided, and completely placed into position, including a gravel bedding.

The tendered rates shall include full compensation for providing and laying each culvert complete. It shall also include the re-positioning of culverts in the event of damage due to unforeseen floods. No additional payment will be made for the re-alignment or positioning of culverts."

*Replace the payment item to read as follows:*

Item	Unit
<b>B17.19 Demolition and disposal of structures:</b>	





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**“Sub items (a) to (u)**

**Number (No)**

The unit of measurement shall be for the complete demolition of each culvert either inlet or outlet structure or the structure complete.

The tendered rates shall include full compensation for providing all plant, labour tools and efforts needed to demolish the structure as per sub-item (a) to (u) as listed, including the carting away of rubble to an approved dumping site as identified by the contractor”



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**SECTION B1700: CLEARING AND GRUBBING**

**B1701 SCOPE**

*ADD THE FOLLOWING AFTER "grubbing" IN THE FIRST PARAGRAPH:*

"including the demolishing and disposal of structures, shelters, dwellings and out-buildings within the new road reserve".

*ADD THE FOLLOWING:*

"This section also covers the removal of boulders adjacent to the top of cuts."

**B1702 DESCRIPTION OF WORK**

**(a) Clearing**

*ADD THE FOLLOWING TO THE THIRD PARAGRAPH:*

"Boulders exceeding 0,15 m<sup>3</sup> in volume adjacent to the tops of cuts within the road reserve that are considered by the engineer to be unstable, shall be removed by the contractor and disposed of at approved dumping sites provided by the contractor."

*ADD THE FOLLOWING SUBCLAUSE:*

**"(e) Clearing household refuse from the road reserve**

Where household refuse has been deposited within the road reserve, it shall be removed to approved dumping sites provided by the contractor."

**B1703 EXECUTION OF WORK**

**(e) Cleaning out of hydraulic structures**

*ADD THE FOLLOWING:*

"The cleaning of hydraulic structures shall involve the removal of all undesirable materials such as earth, sand, gravel, stones and mud until the structures are completely clean, and the debris is disposed of at approved dumping sites

**B1704 MEASUREMENT AND PAYMENT**

**Item**

**B17.01 Clearing and grubbing**

*REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:*

"The tendered rates shall include full compensation for all work necessary for the clearing and grubbing of the surface, the demolishing and disposal of structures, shelters, dwellings and out-buildings, the removal of all vegetation, shrubs, trees and tree stumps (except large trees and stumps as defined in item 17.02), cutting of branches, backfilling of cavities, the removal, transporting (including all haul) and disposal of material at approved dumping



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sites provided by the contractor, and all additional costs incurred to clear and grub the surfaces to the engineer's satisfaction.

Clearing and grubbing of borrow areas will only be measured and paid for in the cases specified in clause 3104(b)."

*ADD THE FOLLOWING ITEMS:*

Item	Unit
<b>B17.07 Removal of boulders adjacent and within the road reserve and watercourses, removal only on instruction of the engineer.</b>	Number
(No)	

The unit of measurement shall be for the complete breaking down if needed and carting away of the boulder to an approved dumping site as identified by the contractor.

The tendered rates shall include full compensation for providing all plant, labour tools and efforts needed to break down the boulders if needed including the carting away of boulders to an approved dumping site as identified by the contractor"



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**SECTION B1900: MECHANICAL SAW CUTTING**

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

Add the following section:

**B1901 SCOPE**

This section covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

**B1902 PLANT**

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified.

Skilled operators shall be required for operating the sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

**B1903 PREPARATION PRIOR TO SAW CUTTING**

Before saw cutting may commence the cut line shall be accurately pre-marked to the specified dimensions in terms of the drawings or as instructed by the engineer.

**B1904 CONSTRUCTION TOLERANCES**

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

- |            |  |
|------------|--|
| <b>(a)</b> | <b>Horizontally</b><br>The maximum deviation from the specified line shall not be more than 5mm.   |
| <b>(b)</b> | <b>Vertically</b><br>The cut depth shall never be less than the specified depth but shall not exceed the specified depth by more than 25mm". |

**B1905 MEASUREMENT AND PAYMENT**

ITEM	UNIT
<b>B19.01 Establishment of suitable saw cutting machine on site</b>	number (No.)

The unit of measurement shall be the number of saw cutting machines provided on the instruction of the engineer.

The tendered rate shall include full compensation for the provision of the saw cutting machine including transport to and from the site.

No payment shall be made for providing substitute saw cutting machines for machines that have broken down. No payment shall be made for standing time of saw cutting machines and at least one saw cutting machine shall be available on the site when such a machine is required on site.

Payment shall only be made once for the establishment of the saw cutting machine on site irrespective of any discontinuity in the application of the saw cutting machine on site.



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<b>ITEM</b>		<b>UNIT</b>
<b>B19.02</b>	<b>Saw cutting of in situ materials (type of material and depth of saw cut indicated)</b>	metre (m)

The unit of measurement shall be the metre of material cut with the saw cutting machine for each type of material and depth of saw cut. The tendered rate shall include full compensation for the saw cutting of the materials as directed as well as for all plant, labour, fuel and other incidentals necessary.



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**COLTO SERIES 2000: DRAINAGE**

**SECTION B2200: PREFABRICATED CULVERTS**

**B2203 MATERIALS**

*ADD THE FOLLOWING:*

"Numbered precast culverts to be constructed in accordance with this section of the specifications are measured and paid for under Schedule B: Structures of the bill/ schedule of quantities or pricing schedule."

*ADD THE FOLLOWING NEW SUB ITEM:*

(J) All bricks shall be of type NFX with a minimum compressive strength of 14MPa. These bricks shall be used with class 2 mortar.

**B2204 CONSTRUCTION METHODS**

*ADD THE FOLLOWING:*

"Culverts shall be installed by the 'trench method'.

When instructed by the engineer, measures shall be taken to reduce the effect of unsuitable material at the positions of prefabricated culverts. This will entail the additional excavation of a minimum of 1 m of in-situ material to a minimum width of 4 m, the even chamfering of the sides of the excavation to a grade of 1:4 and backfilling the excavation with imported fill material with at least G10 quality compacted to 90% of modified AASHTO density. Additional excavation as described above will be paid for under item 33.07. Backfilling of the excavation will be measured and paid for under item 33.01."

**B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD**

**(a) Depth of excavation**

*ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE FIRST PARAGRAPH:*

"The maximum overall depth of the trench shall, however, not exceed 2,0 m."

**B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS**

**(a) Concrete pipe culverts**

*ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:*

"When instructed by the engineer or when measures are required to reduce the effect of unsuitable material below culverts, the pipe joints shall be sealed with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material glued symmetrically around the joint, using an adhesive recommended by the manufacturer of Bituthene. A 150 mm wide strip of adhesive shall be applied to the edges of the Bituthene. An overlap of 150 mm shall be provided and the two layers of Bituthene at the overlap shall be glued together over the full area of 150 mm x 500 mm."

(i) Class A bedding



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*ADD THE FOLLOWING:*

"12 mm thick Flexcell or an approved equivalent material shall be placed in the concrete bedding below all pipe joints."

**(b) Portal and rectangular culverts**

- (iii) Placing the portal portions of culverts

*ADD THE FOLLOWING:*

"When instructed by the engineer or when measures are required to reduce the effect of unsuitable material below culverts, the culvert joints shall be sealed with a 500 mm wide strip of Bituthene 3000 or an approved equivalent material glued symmetrically around the joint, using an adhesive recommended by the manufacturer of Bituthene. A 150 mm wide strip of adhesive shall be applied to the edges of the Bituthene."

**(f) General**

*ADD THE FOLLOWING:*

"Where the grade of the culvert is such that it would require a trench deeper than 2,0 m, the culvert shall be constructed in stages as the fill progresses. The construction shall normally begin at the outlet or downstream end of the culvert and backfilling shall be done in horizontal layers starting at the lower end."

No additional payment will be made under section 3300 or under this section for constructing the fill or culverts in stages as described above."

**B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES**

*REPLACE THE HEADING AND FIRST PARAGRAPH WITH THE FOLLOWING:*

**"B2212 INLET AND OUTLET STRUCTURES, CATCHPITS, MANHOLES AND SKEW-END PIECES FOR PORTAL AND RECTANGULAR CULVERTS**

Inlet and outlet structures for prefabricated culverts, catchpits, manholes, and skew-end pieces for portal and rectangular culverts shall be constructed in accordance with the details on the drawings."

**(i) Prefabricated energy dissipators in outlet structures**

*REPLACE THE PARAGRAPH WITH THE FOLLOWING:*

"When shown on the drawings or instructed by the engineer, the contractor shall supply and install prefabricated reinforced-concrete blocks in outlet structures. The blocks shall be Class 20/19 concrete manufactured to the dimensions shown on the drawings or listed in the bill/schedule of quantities/pricing schedule. All concrete work shall comply with the requirements of Series 6000."

*ADD THE FOLLOWING SUBCLAUSES:*

**"(j) Prefabricated concrete cover slabs for kerb inlets**



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Prefabricated reinforced-concrete cover slabs for kerb inlets, complete with steel supporting structures, shall be manufactured and installed in accordance with the details on the drawings. All concrete work shall comply with the requirements of Series 6000.

**(k) Building in pipework**

Pipework shall be built into concrete as shown on the drawings. The pipework shall be set into exact position in the shutters before the concrete is placed and the concrete thoroughly compacted and worked around the pipework. Alternatively, at the discretion of the engineer and at no extra cost, unless specifically provided for in the bill/schedule of quantities/pricing schedule, holes may be left or formed in the concrete into which the pipework shall be set, whereupon the space around the pipework shall be caulked with concrete having just sufficient water to ensure water tightness and thereafter the caulking shall be properly cured.

The joint between the old and fresh concrete shall be made in accordance with clause 6408: Construction joints.

Where pipes enter brickwork they shall be caulked into the wall and rendered with mortar.

**(l) Manholes for Telkom**

Manholes required for Telkom shall be for jointing, pulling or for change of direction and shall be constructed in accordance with the details shown on the drawings. As these manholes generally finish somewhere in the layerworks of the pavement, these layerworks shall first be constructed to the level of the top of the manhole roof slab. Excavation for the manhole shall then be carried out as neatly as possible, the manhole constructed and the minimal backfill space filled with either soil cement for brick walls or combined with the concrete if the walls are concrete. Finally, once all structural concrete has attained its design strength, the overlying layerworks shall be constructed, then the manhole shaft/opening constructed so that the cover is completely flush with the adjacent asphalt surfacing.

The contractor shall allow in his programme for a suitable delay in the layerworks while the various Telkom manholes are being constructed."

**B2215 SERVICE DUCTS**

*REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:*

"The end of each duct shall be marked with a 300 mm x 300 mm x 100 mm Class 20/19 concrete marker block. A 200 mm x 100 mm galvanized steel or aluminium plate with the size, number and depth of pipes stamped on the surface shall be affixed to the top of the marker block. Each duct marker shall be at least 50 mm proud of the finished surface level."

*ADD THE FOLLOWING TO THE SEVENTH PARAGRAPH:*

"The Telkom uPVC ducts for the optical fibre cable are required to be placed in special bedding, padding and backfilling as specified in clause B2219."

*ADD THE FOLLOWING NEW CLAUSES:*

**"B2219 TELKOM DUCTS FOR OPTICAL CABLES**





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- (a) This clause specifies the characteristics, testing and installation of bedding, padding and backfilling material for Telkom uPVC ducts.

The following conditions apply:

**Bedding :** The material constituting the even floor of an excavated trench onto which a pipe or a bank of pipes are laid being either undisturbed in-situ material or an imported layer of suitable material as specified hereinafter.

**Padding :** The material installed around and/or between pipes up to a level of at least 150 mm above the pipe or bank of pipes: The padding material must be 150 mm below and to the sides of ducts.

**Backfilling :** The material installed above the padding material layer to complete the refilling of an excavated trench.

- (b) Bedding, padding and backfill material shall be installed with a moisture content as near to optimum as possible to ensure that optimum compaction is achieved. The engineer may, if he considers it necessary, direct the contractor to carry out tests, which the engineer shall specify, to determine the optimum and actual moisture content of any material being used. Should the results of such tests require it, the engineer may direct the contractor to add water to material which is too dry or to dispose of material which is too moist or import suitable material.
- (c) Under no circumstances shall material, which is saturated with water, be used for bedding, padding and backfill.
- (d) The contractor shall pay particular attention to the proper compaction of bedding, padding and backfilling material.

A higher standard of compaction effort will be insisted upon in all cases where fine materials are approved as bedding and padding.

- (e) The bedding shall cover the full width of the trench in a uniform layer of the required thickness and shall be compacted by means of one pass by a vibratory plate compactor.
- (f) Care must be taken to ensure that the ducts are completely surrounded by the padding material.

On completion of the placement of the padding material, the top surface shall be compacted by means of one pass by a vibratory plate compactor.

- (g) The compaction of backfill shall be by means of a vibratory plate compactor.
- (h) During the compaction of padding and backfill material, the contractor shall exercise due care to ensure that pipes and pipe joints are not disturbed or damaged in any way.

The material to be used for the bedding and padding shall be coarse-grade crushed stone as specified in clause 2104(a) of the standard specifications.

- i.e. The crushed stone shall be graded crushed stone conforming to the following grading requirements:



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Sieve size	% Passing
26,5 mm sieve	100%
13,2 mm	60 - 85%
6,7 mm	Minimum 15%
2,36 mm	Maximum 15%

**Note:** The following items will be supplied by Telkom and delivered to site:

- (i) uPVC pipes
- (ii) copper earth conductor wires
- (iii) danger tape conductor

The contractor must inform Telkom at least three weeks before the pipes are required for installation.

- (i) Where directed by the engineer, copper earth conductors shall be installed. Joints in conductors shall be by means of approved clamps.
- (ii) Where indicated on the drawings, ducts shall be protected with precast concrete slabs.

**B2218 MEASUREMENT AND PAYMENT**

Item	Unit
------	------

**B22.02 Backfilling:**

*REPLACE THE DESCRIPTION OF SUBITEM 22.02(c) WITH THE FOLLOWING:*

"(c) Extra over subitems B22.02(a) and (b) for soil cement (soilcrete) backfilling (percentage of cement indicated)" .....cubic meter (m<sup>3</sup>)

*ADD THE FOLLOWING PARAGRAPHS:*

The tendered rate shall include full compensation for all additional work necessitated by working in the confined area, special equipment required to achieve the specified compaction and the material as described in clause B2211."

**Item**

**B22.03 Concrete pipe culverts**

*ADD THE FOLLOWING TO THE SECOND PARAGRAPH:*

"The tendered rates shall also include full compensation for supplying and installing Flexcell or an approved equivalent material in the concrete bedding below pipe joints."

Add the following new item:

Item	Unit
------	------

**B22.07 Cast in situ concrete and formwork:**



C.109

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"(g) Blinding layer, Class 15/20 concrete, minimum 50 mm thick) cubic meter (m<sup>3</sup>)

The unit of measurement shall be for the complete concrete foundation to allow for a clean working surface, the rate shall include surface preparation and all minor filling of undulations with concrete due to the construction of a pioneer layer, paid for separately under sub item B33.01 (e).

The tendered rates shall include full compensation for providing all plant, labour tools and efforts needed to construct the layer, including a wood float finish.

The finished surface will be 10 mm to the design levels."

Add the following new item:

<b>Item</b>	<b>Unit</b>
-------------	-------------

**B22.29 Demolition and disposal of structures:**

<b>"Sub items (a) to (u)</b>	<b>Number (No)</b>
------------------------------	--------------------

The unit of measurement shall be for the complete demolition of each culvert either inlet or outlet structure or the structure complete.

The tendered rates shall include full compensation for providing all plant, labour tools and efforts needed to demolish the structure as per sub-item (a) to (u) as listed, including the carting away of rubble to an approved dumping site as identified by the contractor"



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**SECTION B2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS**

**B2301 SCOPE**

*ADD THE FOLLOWING TO THIS CLAUSE:*

"This section also covers the replacement of damaged concrete kerbing, channelling and lining."

**B2304 CONSTRUCTION**

**(b) Prefabricated concrete kerbing and channelling**

*ADD THE FOLLOWING:*

"A 10 mm wide joint formed in inert filler shall be provided every 20 metres through the kerbing and channelling. The colour of the filler shall match the colour of the kerbing."

Curved kerbing of radius less than one metre shall be cast in situ. Units for curved kerbing of radius greater than 1 m up to 4 m shall be of nominal length 0,3 m. Units for curved kerbing of radius greater than 4 m up to 20 m shall be of nominal length 0,5 m. Units for radius exceeding 20 m shall be of nominal length 1 m. Any associated channelling shall also comply with the above requirements."

The cast insitu concrete support behind the kerbs must be continuous and can be interrupted every 2m with a 10mm wide construction joint.

**(e) Cast in situ kerbs and channels**

*ADD THE FOLLOWING:*

"Cast in situ kerbs, channels and edge beams shall be provided with a contraction joint every 2 m and an expansion joint every 20 m. The contact area of the contraction joint shall be painted with two coats of bitumen. Alternatively, joints may be cut and finished to a depth of 50 mm. The expansion joint shall consist of 12 mm thick Flexcell or an approved equivalent placed between adjoining concrete sections. The top part of the joint shall be sealed with a 12 mm x 12 mm silicone sealant. All joints shall be provided for the full depth of the concrete."

**(g) Concrete-lined open drains**

*ADD THE FOLLOWING:*

"When instructed by the engineer, the surfaces on which concrete lining is to be cast shall be sprayed with invert bituminous emulsion as soon as possible after the excavations have been trimmed. The sprayed surfaces shall be maintained until the concrete lining is cast. The nominal rate of application of the emulsion shall be 0,5 litre/m<sup>2</sup> unless otherwise instructed by the engineer. The tolerance in the rate of application shall be ± 5% of the specified rate."

**(k) Cutting existing bituminous surfacing and pavement layers**



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*REPLACE THE PARAGRAPH WITH THE FOLLOWING:*

"Where the engineer instructs kerbing, edge beams, channelling or concrete-lined drains to be constructed against existing bituminous surfacing and pavement layers, the full depth of the bituminous surfacing and pavement layers shall be accurately cut with a mechanical saw to the required line and level before the kerbing, edge beams, channelling or concrete-lined drain is constructed. The cut edge shall be vertical for kerbing, edge beams, concrete-lined drains and channelling. The concrete shall be placed directly against the cut edge without formwork. All material outside the cut edge shall be removed to the required depth before the concrete is placed, and the debris shall be disposed of at approved dumping sites provided by the contractor. The bituminous surfacing shall be protected and kept clean to the engineer's satisfaction."

*ADD THE FOLLOWING SUBCLAUSE:*

**“(l) Removal of existing kerb and channel**

Where shown on the drawings and/or indicated by the engineer, the existing kerb and channel shall be removed and transported to spoil as directed."

**B2307 MEASUREMENT AND PAYMENT**

*REPLACE THE DESCRIPTION OF ITEM 23.01 WITH THE FOLLOWING:*

Item	Unit
<b>B23.01 Concrete kerbing-channelling combination:</b> (class of concrete indicated for in situ concrete).....metre (m)"	

*ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:*

"The tendered rates shall also include full compensation for the construction of expansion and construction joints as specified. The rate shall also include continues backing and bedding."

**Item**

**B23.07 Trimming of excavations for concrete-lined open drains**

*IN THE SECOND PARAGRAPH, COMMENCING WITH "The tendered rates shall ....", DELETE IN THE FIFTH, SIXTH AND SEVENTH LINES THE FOLLOWING WORDS "including removing unsuitable ground and backfilling with suitable material."*

Add the following payment item:

Item	Unit
<b>“B23.16 Demolition and removal of:</b>	
(a) Kerbs and or side channels next to kerbs complete .....	meter (m)
(b) Edge beams .....	meter (m)



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The unit of measurement shall be for the complete demolition of each item complete.

The tendered rates shall include full compensation for providing all plant, labour tools and efforts needed to demolish the item as per sub-item (a) to (b) as listed, including the carting away of rubble to an approved dumping site as identified by the contractor”



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**COLTO SERIES 3000: EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE**  
**SECTION B3100: BORROW MATERIALS**

**B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

Add the following to sub-clause 3102(a):

“Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer’s representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor.”

**B3103 OBTAINING BORROW MATERIALS**

**(a) General**

Add the following:

“The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer.”

**(b) Use of borrow materials**

Add the following to the second paragraph of this subclause:

“Compensation to owners (IF ANY) and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor’s responsibility and entirely at his own expenses.”

**B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS**

**(c) Excess overburden**

Add the following:

“All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01 and 31.03



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**SECTION B3300: MASS EARTHWORKS**

**B3302 MATERIALS**

**(b) Fill**

*ADD THE FOLLOWING TO SUBITEM (iv):*

"The maximum swell at 100% modified AASHTO compaction shall not be more than 2%."

**B3305 TREATING THE ROADBED**

**(a) Removing unsuitable material**

*REPLACE "or" IN THE EIGHTH LINE OF THE THIRD PARAGRAPH WITH "and" AND ADD THE FOLLOWING:*

"for the purpose of this contract, excavation and removal of in situ clayey material over areas where the road is in a fill condition shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

**(c) Preparing and compacting the roadbed**

*DELETE THE LAST SENTENCE OF THE FIRST PARAGRAPH "If necessary, roadbed .... depth of compaction." AND REPLACE AS FOLLOWS:*

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

**(d) In situ treatment of roadbed**

*ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:*

"Shales and mudstone shall under no circumstances be subject to the above treatment."

**B3306 CUT AND BORROW**

**(a) Dimensions of cuts**

*REPLACE THE SECOND SENTENCE OF THE THIRD PARAGRAPH WITH THE FOLLOWING:*

"No additional or extra over payment will be made for widening existing or partly completed cuttings along the road. The widening of such cuttings shall be measured and paid for as 'cut and borrow to fill' (item 33.01) or 'cut to spoil' (item 33.04) as instructed by the engineer."

**(e) The temporary stockpiling of materials**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*





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"The contractor shall plan his activities in such a manner so that materials excavated from borrow areas and cuttings can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the stockpiled material is to be used."

**(f) The disposal of surplus material**

*ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:*

"Material shall be disposed of by side spoiling only on the written instructions of the engineer."

**(g) General**

*ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE SECOND PARAGRAPH:*

"The final cut surface in hard excavation shall not be more than 0,5 m below the specified slope face, measured at right angles to the strike and dip directions of the slope face."

**B3307 FILLS**

**(a) General**

*ADD THE FOLLOWING:*

"Where existing embankments are to be widened, or where new embankments are to be constructed adjacent to existing embankments, the existing side slopes shall be benched as specified in subclause 3307(d) and in accordance with the details on the drawings.

In addition the material in the fill widening shall, unless otherwise instructed by the engineer, be compacted as follows:

- (i) where the thickness exceeds 1,2 m, it shall be compacted to a minimum of 93% modified AASHTO density to a depth of at least 1,2 m below the final road level;"

**(c) Constructing a pioneer layer**

*ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH:*

"Where instructed by the engineer or shown on the drawings, the pioneer layer shall be wrapped in a Grade 5 geotextile."

**(d) Benching**

*REPLACE THE FIRST SENTENCE OF THE SECOND PARAGRAPH WITH THE FOLLOWING:*

"The dimensions of benches as well as the extent to which existing fills have to be cut back to form benches shall be subject to the engineer's approval."

*ADD THE FOLLOWING:*



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"In order to obtain sufficient working width for road-building equipment when the existing road fill is widened, it may be necessary to form benches that extend beyond the normal road prism or to cut back into the existing road fill or both. The contractor shall submit his proposals in this regard to the engineer for approval before proceeding with such work. The contractor will be paid in accordance with the relevant payment items for work required to obtain a working width of up to 4 m. Additional work required to provide a working width in excess of 4 m shall be at the contractor's expense."

**(i) Widening of fills**

*REPLACE THE FIRST SENTENCE OF THE EIGHTH PARAGRAPH WITH THE FOLLOWING:*

"No additional or extra over payment will be made for widening of existing fills along the road. The widening of fills shall be measured and paid for under items B33.01 and B33.20 as instructed by the engineer."

*ADD THE FOLLOWING SUBCLAUSES:*

**"(k) Constructing a coarse fill layer**

Coarse fill (so-called pioneer/rock fill layer as indicated on the drawings) shall consist of material which conforms with G10 specifications as per TRH 14: table 13 and shall be compacted to 90% of modified AASHTO density. The coarse fill shall be constructed to a specified thickness as indicated on the drawings.

**(l) Construction of fabric-reinforced fill**

The fabric used shall be Grade 3 or approved equivalent and the fill (placed and compacted over the length of the fabric, perpendicular to the face of the fill), shall be weathered sandstone. The fabric shall be folded over at 300 mm vertical intervals as shown on the drawings. The edge of the fill shall be satisfactorily shored or supported to enable compaction to be achieved."

**B3308 FINISHING THE SLOPES**

**(d) General**

*ADD THE FOLLOWING:*

"Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified."

**B3310 CONSTRUCTION TOLERANCES**

*ADD THE FOLLOWING SUBCLAUSE:*



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**"(c) Layer thicknesses**

The thickness tolerances referred to in clauses 8205 and 8305 for the 150 mm natural gravel fill layer compacted to 93% of modified AASHTO density, shall be as follows:

	D <sub>90</sub>	D <sub>max</sub>	D <sub>average</sub>
Fill layer	30 mm	40 mm	10 mm"

**B3312 MEASUREMENT AND PAYMENT**

**General directions**

(3) Work in restricted areas

*DELETE THE CONTENTS OF THIS SUBCLAUSE AND REPLACE IT WITH THE FOLLOWING:*

"No additional or extra over payment will be made for work in restricted or confined areas."

<b>Item</b>	<b>Unit</b>
-------------	-------------

**B33.01 Cut and borrow to fill, including all haul"**

**(a) Material in compacted layer thicknesses of 200 mm and less:**

- |  |                               |
|--|-------------------------------|
| (i) Compacted to 90% of modified AASHTO density  | cubic metre (m <sup>3</sup> ) |
| (ii) Compacted to 93% of modified AASHTO density | cubic metre (m <sup>3</sup> ) |

*REPLACE THE FIFTH MEASUREMENT AND PAYMENT PARAGRAPH WITH THE FOLLOWING:*

"The tendered rates shall include full compensation for procuring, furnishing and placing the material, including excavating as if in soft excavation, the cutting of benches, the transporting of material over the haul distance required, for preparing, processing, shaping, watering, mixing, and compacting the materials to the densities or in the manner specified herein and for removing and disposing of up to 5% oversize material from the road after processing, including all haul."

**Item**

**B33.04 Cut to spoil, including all haul.  
Material obtained from:"**

- |                                   |                               |
|-----------------------------------|-------------------------------|
| (a) Soft excavation.....          | cubic metre (m <sup>3</sup> ) |
| (b) Intermediate excavation ..... | cubic metre (m <sup>3</sup> ) |
| (c) Hard excavation .....         | cubic metre (m <sup>3</sup> ) |

*ADD THE FOLLOWING TO THE FOURTH PARAGRAPH:*

"It shall also, where applicable, allow for spoiling at sites where borrowing is taking place at the same time. No additional payment for temporary stockpiling or double handling will be made."



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*REPLACE THE FOURTH MEASUREMENT AND PAYMENT PARAGRAPH WITH THE FOLLOWING:*

"The tendered rates for cut to spoil shall include full compensation for excavating from the road prism and roadbed in the various classes of excavation, for loading, transporting the material over the all haul distance, off-loading and disposing of the material as specified, including shaping and levelling-off any piles of spoil material."

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**SECTION B3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**

**B3402 MATERIALS**

**(a) General**

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:*

"Gravel material shall be obtained from approved commercial sources or approved sources provided by the contractor."

*REPLACE "and 3402/4" IN THE THIRD LINE OF THE SECOND PARAGRAPH WITH "3402/4 and 3402/5".*

*ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:*

"The wet-dry durability (table 3402/5) limits for subbase if tested according to TMH1 method A19, but using samples as prepared for the modified AASHTO method, shall be as follows:

C3: 20% maximum (modified AASHTO density briquettes)

C4: 30% maximum (modified AASHTO density briquettes)"

"Distinction shall be made between crushed and natural G4, G5 and G6 materials. Where the crushing and/or screening of these materials has been specified, the combined grading shall conform to the grading limits specified for G4 class material in Table 3402/1."

*ADD THE FOLLOWING TO THE SECOND PARAGRAPH:*

"Natural gravel shoulder material shall comply with the requirements of a Type 1 material according to table 3402/4."

"For chemically stabilised layers the material shall conform to the requirements in table B3402/5."

*REPLACE TABLE 3402/5 WITH:*

**"TABLE B3402/5: REQUIREMENTS FOR CHEMICALLY STABILIZED LAYERS**

<b>Classification</b>	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C4</b>
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G6 quality
PI after treatment	Non-plastic	Non-plastic	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	6 min	4 min	1,5 min	0,75 min
ITS (kPa) *(3)	-	-	250 min	200 min
WDD (% loss)	5 max	10 max	20 max	30 max

Notes:

\* (1) For materials derived from the basic crystalline rock group, the Plasticity Index after stabilisation shall be non-plastic.

\* (2) Unconfined Compressive Strength @ 100% Mod. AASHTO density



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- \* (3) Indirect tensile Strength @ 100% Mod. AASHTO density
- \* (4) Wet/Dry Durability according to Method B8110"

*ADD THE FOLLOWING SUBCLAUSE:*

**"(d) Material requirements**

When the values listed in tables 3402/1, 3402/2, 3402/3 and 3402/4 cannot be attained with the type and quantity of stabilizing agent specified in section 3500 in the project specifications and on the borrow pit plans, the engineer will authorise the contractor to vary and/or amend the quantity and possibly the type of stabilizing agent as well in order to obtain the required values."

*ADD TABLE B3402/6 AFTER TABLE 3402/5:*

**"TABLE B3402/6: REQUIREMENTS FOR EMULSION TREATED MATERIALS**

<b>Criteria</b>	<b>E1</b>	<b>E2</b>
<b>Material before treatment</b>	<b>G1 to G3</b>	<b>G4 to G5</b>
After treatment:		
- Minimum CBR @ 100% modified AASHTO density	150%	100%
- Minimum UCS @ 100% modified AASHTO density	1 200 kPa	700 kPa

"

**B3403 CONSTRUCTION**

*ADD THE FOLLOWING SUBCLAUSES:*

**"(f) Treatment of in situ material or existing pavement layers as new pavement layers**

Where the in situ material or existing pavement layers are classified as suitable for new pavement layers and have to be reconstructed as prescribed by the engineer, the material or layers shall be scarified, watered and compacted to a percentage of modified AASHTO density. The density and compaction depth will be prescribed by the engineer.

When additional material has to be imported to obtain the required level and layer thickness, and when the thickness of the layer of imported material would be less than the specified layer thickness after compaction, the in situ material or existing pavement layers shall be scarified, the necessary imported material placed, and this combined material mixed and compacted to the full specified depth of the layer.

The imported material will be measured and paid for under item 34.01 and the in situ material will be measured and paid for under item B34.04.

**(g) Temporary stockpiling of material**

The contractor shall plan his activities so that materials excavated from borrow areas and cuttings or imported from commercial sources can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work for which the material is to be used.



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This subclause does not apply to the excavation and temporary stockpiling of existing pavement layers as instructed by the engineer, in terms of subclause B3403(h), as these will be measured and paid for separately under item 32.06.

**(h) Existing asphalt base or surfacing**

Existing asphalt base or surfacing which cannot be broken down effectively to be used as part of the recovered pavement material, shall be separately excavated from the existing pavement layers and disposed of at approved dumping sites

**(i) Storing recovered pavement material**

Excavated pavement material intended for reprocessing but which cannot be reprocessed in place or cannot, in the opinion of the engineer, be placed in a windrow next to the excavation, nor directly placed in position anywhere else, shall be transported to approved stockpile or dumping sites with written permission from the engineer.

Stockpile sites for material to be recycled or reprocessed shall be located as approved by the engineer.

The stockpile site shall be cleaned, and all stones, vegetation and other materials which may cause contamination shall be removed. The site shall be graded smooth with an adequate slope to ensure proper drainage of water. If instructed by the engineer, the surface shall be watered and compacted to a depth of at least 150 mm and to a density of 90% of modified AASHTO density. The compacted surface shall be firm. Upon completion, the surface shall be swept clean.

Stockpile sites shall be large enough to allow the different types of material to be stockpiled without overlapping or exceeding the limits of the prepared site. Enlargement of the stockpile sites after the stockpiles have been placed will not be permitted without the engineer's approval.

Upon completion of the work, the stockpile sites shall be rehabilitated in accordance with the engineer's instructions."

**B3405 CONSTRUCTION TOLERANCES**

**(a) Level**

*ADD THE FOLLOWING:*

	H90	Hmax
"Subbases and shoulders below precast concrete interlocking paving blocks.....	15 mm	20 mm

Level control for the various pavement layers shall be done at the following intervals in the longitudinal direction:

Layer	Interval
Selected layer, subbase, shoulders and wearing course	20 m
Base	10 m

"



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*ADD THE FOLLOWING AT THE END OF THE CLAUSE:*

"If a selected subcontractor lays the precast concrete interlocking block paving, the contractor shall nevertheless be responsible for ensuring that the top levels of the subbases comply with the specifications. This could entail removing high spots and filling in depressions as specified in clause B7304."

**(b) Layer thicknesses**

*ADD THE FOLLOWING:*

"The construction tolerances of clause 3405 shall apply to layers constructed from reprocessed material, but when a gravel layer is placed on top of an existing layer without the existing layer being trimmed to prescribed levels, the thickness tolerances of subclause (b) do not apply."

**(e) Cross-section**

*DELETE THE SECOND PARAGRAPH AND REPLACE WITH THE FOLLOWING:*

"The normal cross-fall of the road wearing course where the road is in a straight horizontal alignment, is specified as shown on the drawings.

At any cross-section the measured cross-fall between any two points shall be at least 2,8% and not more than 3,5%. At any cross-section the actual level at any point shall not be higher than 10 mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and cross-fall deviations."

**(f) Surface regularity**

*ADD THE FOLLOWING:*

"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5 m intervals on either side of the joint of the layer covering at least a 30 m length into the newly constructed section."

**B3406 QUALITY OF MATERIALS AND WORKMANSHIP**

*REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:*

"Test results and measurements will be assessed in accordance with the provisions of Section 8200/8300."

**B3407 MEASUREMENT AND PAYMENT**

*DELETE THE FIRST PARAGRAPH AND REPLACE IT WITH THE FOLLOWING:*

"No additional or extra over payment will be made for work in restricted or confined areas."

*ADD THE FOLLOWING ITEMS:*

"Item

Unit





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**B34.01 Pavement Layers constructed from gravel taken from cut or borrow, from sources identified by the contractor, including all-haul**

- (a) Gravel selected layer from G7 material compacted to:
  - (i) 93% of modified AASHTO density for a compacted layer thickness of 150 mm ..... cubic metre (m<sup>3</sup>)
  - (ii) 95% of modified AASHTO density for a compacted layer thickness of 150 mm ..... cubic metre (m<sup>3</sup>)
- (d) Gravel subbase (chemically stabilised material ) G5 material compacted to:
  - (i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm ..... cubic metre (m<sup>3</sup>)
  - (ii) 96% of modified AASHTO density for a compacted layer thickness of 150 mm ..... cubic metre (m<sup>3</sup>)
- (f) Gravel base from G4 material (chemically stabilized gravel) compacted to:
  - (i) 98% of modified AASHTO density for a compacted layer thickness of 150 mm ..... cubic metre (m<sup>3</sup>)
- (g) Gravel shoulders compacted to:
  - (i) 93% of modified AASHTO density for a compacted layer thickness of 150 mm ..... cubic metre (m<sup>3</sup>)

The unit of measurement shall be the cubic metre of compacted pavement layer constructed with material obtained from borrow pits or commercial sources or any approved sources provided by the contractor. The quantity of which shall be calculated in accordance with the authorised dimensions of each separate completed layer by the method of average end areas from levelled cross-sections prepared from the ground line prior to the construction of new pavement layers, and the final specified or authorised layer cross-section superimposed at 20 m intervals along the centre line of the road.

The tendered rates shall include full compensation for the costs of negotiations and payments of royalties, for procuring, furnishing, placing, spreading, mixing imported and in situ material if required, breaking down, shaping, watering, preparing and compacting the material, for hauling the material over an unlimited free-haul distance from the source to the point of use, for protecting and maintaining the layer and for conducting control tests, all as specified.

The tendered rates shall include full compensation for blading all oversize material off the road into windrows, for loading and transporting the material for an unlimited free-haul distance to approved dumping sites provided by the contractor, and for off-loading and spreading the material, all as specified. no additional payment shall be made for the hauling of material, irrespective of the haul distance and any costs associated in this regard will be deemed to be included in rates provided.



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**SECTION B3500: STABILIZATION**

**B3502 MATERIALS**

**(a) Chemical stabilizing agents**

*ADD THE FOLLOWING:*

"The stabilizing agent shall be class CEM II A-L, class 32.5 cement conforming to SABS EN 197-1, or as directed by the engineer. The nominal rate of application for tender purposes as a percentage of the mass of the material to be stabilized and compacted to the required modified AASHTO density shall be as follows:

Base : 4,0%

The engineer may instruct the contractor to amend the percentage and possibly the type of stabilizing agent if necessary after tests on the site during construction.

Enough stabilizer should be added, over and above the design value, to allow for wastage during too high preshaping levels and inaccuracies during the spreading operation."

**(i) Road lime**

*ADD THE FOLLOWING:*

"Road lime shall be calcium type lime."

**B3503 CHEMICAL STABILIZATION**

**(a) Preparing the layer**

*ADD THE FOLLOWING:*

"The material to be stabilized shall be spread and pre-shaped, so that a true cross-fall is obtained. The upper level of the spread material shall be such that any indentations and depressions caused by construction equipment shall be above or at final cutting level. Enough extra material must be allowed for, so that no filling whatsoever is carried out. The final operation on the base prior to final compaction will be cutting and never making up of levels."

**(d) Mixing in the stabilizing agent**

*ADD THE FOLLOWING:*

"The contractor shall prepare a trial section for each type of material without any extra payment to demonstrate his proposed mixing process before extensive mixing commences.

After approval has been obtained, the mixing process and equipment shall remain unaltered unless otherwise instructed by the engineer.

The fact that the engineer has approved the mixing process shall not relieve the contractor of his obligations in respect of the mixing specified elsewhere in the specifications. It will



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serve only as a guideline to ensure that the specified mixing requirements can actually be met."

**(f) Compaction**

*ADD THE FOLLOWING:*

"Where the gravel base is chemically modified with road lime to modify certain physical properties of the gravel material and not for purposes of cementation, the base shall be compacted by means of two roller passes with a heavy pneumatic roller after the stabilizing agent has been mixed in and the material watered as specified in sub-clauses 3503(d) and (e) respectively. After twenty-four (24) hours the base shall be loosened by ploughing to its full depth, and be shaped, compacted and finished in accordance with the specifications.

When cutting final levels, the top of the layer shall be lightly watered to reduce the risk of dragging the material and cause shear cracks. The blade of the grader shall be tilted forward to reduce the dragging effect. Under no circumstances shall material be imported from the windrow to make up for low spots or depressions caused by any construction equipment."

**(h) Curing the stabilized work**

*ADD THE FOLLOWING TO PARAGRAPH (ii):*

"The covering material shall be placed by end-tipping, and compaction of this covering layer shall be delayed until the underlying layer has cured for 7 days."

**(i) Construction limitations**

*ADD THE FOLLOWING:*

"No stabilization shall be carried out during falling temperatures when the ambient air temperature falls below 7 °C or during rising temperatures when the ambient air temperature is below 3 °C.

Moisture content tests shall not be undertaken more than one day in advance of in situ stabilization operations. Care shall be taken to ensure that samples are representative of the in situ material. When wet weather occurs, checks shall be conducted between initial testing and work commencing on any section.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1 °C during the first three (3) days after stabilization. The contractor shall be responsible for taking the necessary measures in this connection, and especially to refrain from stabilizing when such temperatures become probable.

When a sudden unforeseen temperature drop to a level below this limit occurs, the stabilized layer shall be covered with the material required for the next layer to be constructed.

All stabilized layers damaged by frost or by the formation of ice in the layer shall be removed and replaced by the contractor at his own expense.

The contractor shall make allowance for these requirements in his construction programme, and no claims in this connection will be considered."



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*IN TABLE 3503/1, DELETE "8 hours" FOR ORDINARY PORTLAND CEMENTS AND CEMENT BLENDS AND REPLACE WITH "6 hours".*

*ADD THE FOLLOWING SUBCLAUSE:*

**"(j) General**

The contractor shall at all times supply all workers exposed to chemical stabilizing or modifying agents with approved protective apparel, eyewear and masks, and no person without such apparel, eyewear and masks may be permitted to work with or be exposed to the chemical agents. Precautionary measures shall also be taken to ensure that any livestock and the public will not be exposed to the chemical agents, for instance when they are carried by the wind.

Any biscuit layers or bowls, identified by the hollow sound caused when a chain is dragged over the stabilized layer, shall be removed and repaired prior to surfacing. The repairs shall be for the account of the contractor. Before surfacing is allowed, ball penetration tests shall be carried out."

**B3510 MEASUREMENT AND PAYMENT**

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:*

"No additional or extra over payment shall be made for stabilization work in restricted or confined areas."

**Item**

**B35.01 Chemical stabilization extra over unstabilized compacted layers**

*REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:*

"The unit of measurement shall be the cubic metre of stabilized material, the quantity of which shall be determined in accordance with the final in-situ authorised dimensions of the layers treated as instructed by the engineer. Additional material preshaped to allow for finishing by cutting only will not be included in the measurement."

*ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:*

"The tendered rate shall also include full compensation for working in restricted areas on top of and alongside culverts where necessary."

**Item**

**B35.02 Chemical stabilizing agent**

*REPLACE THE THIRD PARAGRAPH WITH THE FOLLOWING:*

"Subject to the provisions of clause 1220, the quantity of stabilizer will be determined in accordance with the authorised rate of application and layer dimensions. Extra stabilizer added for wastage and higher pre-shaping levels will not be included in the quantity."



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**SECTION B3600: CRUSHED STONE BASE****B3602 : MATERIALS**

- i. Requirements for crushed aggregate

Add the following:

"The material shall comply with the requirements of Table 3602/1 for type G1 material."

**B3604 : CONSTRUCTION**

- (a) Spreading and mixing

Add the following:

"The required layer thickness after compaction is 150mm"

**B 3608: MEASUREMENT AND PAYMENT**

*ADD THE FOLLOWING ITEM:*

nit	Item	U
	<b>B36.01 Crushed-stone base, material obtained by sources identified by the contractor, including all haul:</b>	
	(a) Constructed from type G1 material obtained from commercial sources and compacted to 88% of bulk relative density, 150 mm thick layer, including all haul	cubic metre (m <sup>3</sup> )

The unit of measurement is the cubic metre of compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

The bid rates shall include full compensation for the costs of negotiations and payment of royalties, for procuring, furnishing and transporting the materials over an unlimited free-haul distance from the sources to the Site, for placing, preparing, processing, shaping, watering, mixing and compacting the materials to the densities or in the manner specified, and for removing and disposing of all oversize material from the road after processing, including transport for the full haul distance to approved dumping sites provided by the Contractor.



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**COLTO SERIES 4000: ASPHALT PAVEMENTS AND SEALS**

**SECTION B4200: ASPHALT BASE AND SURFACING**

**B4202 MATERIALS**

**(a) Bituminous binders**

**(b)**

**(i) Conventional binders**

**(ii)**

*Add the following:*

“The binders to be used shall be as follows:

- (a) Continuously graded surfacing course: 60/70-penetration grade bitumen

**(b) Aggregates**

*Add the following paragraph to the introductory description:*

“Asphalt mixes shall be manufactured using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the engineer and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single sized aggregate. For stone mastic asphalt mixes all aggregate fractions in excess of 2,36 shall consist of individual single size fractions. Contractors shall note that commercial suppliers may not be able to supply all the required single size aggregates, in which instance arrangements will have to be made for additional on site screening. No additional payment shall be made for screening aggregate. The use of run of crusher type materials shall not be permitted.”

**(v) Absorption**

*Add the following sentence:*

“In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0,5%”

**(viii) Grading**

*Delete the second paragraph commencing with "The target grading..." and add the following paragraphs:*

The grading limits for the combined aggregate grading for the asphalt surfacing shall be as specified in table 4202/7: Continuously graded medium grade.

**(c) Fillers**

*Delete the second last sentence of the first paragraph and replace with:*

“With the exception of stone mastic asphalt, in no instance shall more than 2% by mass of active filler be used in the mixes.”

*Add the following after the last paragraph:*

“For tender purposes the active filler shall be hydrated lime.”

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**B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES**

*In the first paragraph, third last line, after “or active filler content” add:*

“or aggregate content”

*Replace the fifth paragraph with the following:*

“The design of the asphalt mixes shall be in accordance with “Interim Guidelines for the Design of Hot-Mix Asphalt In South Africa (June 2001)”, and appropriate research results. The mix properties and requirements shall be as specified in the project specifications”

The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/2.

**Table B4203/2: Asphalt mix requirements: Base and Surfacing**

<b>Property</b>	<b>Continuously graded surfacing mixes</b>
Marshall Stability (kn)	8 – 18
Marshall Flow (mm)	2 – 6
Stability /Flow (kN/mm)	> 2,5
VMA (%)	> 15
VFB (%)	65 – 75
Air voids (%)	4 – 6
Indirect tensile strength @ 25 °C (kPa)	> 1 000
Dynamic Creep Modules @ 40 °C (MPa)	> 20
Modified Lottmann* (TSR)	> 0, 8
Air permeability @ 7% voids (cm <sup>2</sup> )	< 1 x 10 <sup>-8</sup>
Binder film thickness (microns)	5,5 – 8,0
Filler bitumen ratio	1 – 1,5
Immersion index (%)	-

\* At 7% voids

**B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL**

- (c) **Surface requirements**  
(iii) Tack coat

*Add the following paragraph:*

“Hand spraying shall only be permitted on areas approved by the engineer. The binder distributor shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush.”

**B4206 PRODUCING AND TRANSPORTING THE MIXTURE**

- (c) **Transporting the mixture**





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*Add the following paragraph:*

“Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10 °C from point of dispatch to the point where it is to be paved. The use of the thermal blankets is obligatory.

The contractor shall ensure that trucks used to haul asphalt are not overloaded and the legal axle loads are not exceeded. Before any asphalt can be transported, the contractor must provide the engineer with the certified carrying capacity of each truck intended for the purpose of transporting the mix. The contractor shall provide the engineer with a weighbridge ticket before discharging into the paver hopper.

ANY truck that is overloaded shall not be allowed to discharge its load and shall return to the depot/batching plant for adjustment of the load. In addition a penalty shall be applied for the overload.”

*Add the following sub-clause:*

**“(f) Approval of asphalt mixture**

Before any asphalt is placed on the road, the engineer shall approve the mix design. The approval process shall be as follows:

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed form D3 of TMH 10: 'Instruction for the Completion of As-Built Materials Data Sheets' with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be to the contractor's cost.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the engineer to carry out check design testing as necessary. The above design and aggregate shall be submitted to the engineer at least six weeks before it is intended to commence with any asphalt production.”

**B4208 JOINTS**

*Add the following to this clause:*

“Where the difference in level between the new work and the existing road surface exceeds 25 mm, joints shall be treated as follows:

Transverse steps at the end of a day's work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item.”

**B4214 QUALITY OF MATERIAL AND WORKMANSHIP**



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**(c) Routine inspection and tests**

*Add the following paragraphs:*

"The contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage, lane, time and date).
- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- (iii) The truck and load number from which control samples are taken. All samples taken shall be appropriately numbered.  
Test results and measurements will be assessed in accordance with the provisions of section 8200."

*Add the following sub-clause:*

**"(d) Special tests**

n-Heptane-Xylene Equivalent (Spot test) (AASHTO-T102)

If the engineer suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method.



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**COLTO SERIES 5000: ANCILLARY ROADWORKS**

**SECTION B5200: GABIONS**

**B5205 MEASUREMENT AND PAYMENT**

*ADD THE FOLLOWING ITEM:*

"Item	Unit
<b>B52.05      Opening old gabions and mattresses and stockpiling the stones for later use .....</b>	<b>cubic metre (m<sup>3</sup>)</b>

The unit of measurement shall be the cubic metre of gabions demolished and stones temporarily stockpiled for later use. The quantity will be calculated from the authorised dimensions.

The tendered rate shall include full compensation for all plant, materials, efforts and profits required for opening the gabion boxes and mattresses, placing the stones on a temporary stockpile in the vicinity of the new boxes, removing the baskets and old filter fabric and disposing of the unused materials at an approved dumping site identified by the contractor, including all haul.



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**SECTION B5600: ROAD SIGNS**

**B5602 MATERIALS**

**(a) Structural steel**

*REPLACE THE SECOND SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:*

"Channels, square tubes, angle irons and other steel members on the reverse side of the sign boards and steel tubes for sign supports shall be painted in accordance with the following specifications : SABS 926 for a two-pack zinc-rich epoxy primer, SABS 681 for the undercoat, and SABS 1413 for a chloro-rubber finishing coat."

*REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:*

"All structural steel, including tubes, shall be galvanized in accordance with the requirements of SABS 763 for type A1 or B1 articles, as applicable."

**(g) Retro-reflective material**

*IN THE FIRST SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE "and the adhesion requirements of CRS 191".*

*REPLACE THE THIRD LAST PARAGRAPH WITH THE FOLLOWING:*

"The contractor shall provide proof that Classes I and III of the retro-reflective commercial products to be used have been generally and successfully used in South Africa during the last three years.

Classes I and III retro-reflective materials shall be warranted against any abnormalities as described in SABS 1519 for 7 and 10 years respectively."

*ADD THE FOLLOWING AFTER THE SECOND LAST PARAGRAPH:*

"Should a contractor manufacture signs without the necessary approval it shall be deemed that the contractor unconditionally guarantees the sign for the full period of seven years. Should failure of the sign due to suspected incompatibility of materials (in the opinion of the engineer) occur within seven years, the contractor shall remanufacture the sign and re-erect the sign at no cost to the employer."

*ADD THE FOLLOWING TO THE LAST PARAGRAPH:*

"Reflective sheeting shall be applied to sign faces strictly in accordance with the retro-reflective material manufacturer's specifications. Legend and background materials shall be supplied by the same manufacturer. Every batch of material used for signs on the contract shall be identified by a batch number. A certificate of all materials' compliance with SABS 1519 shall be submitted to the engineer within 3 months of the material being used. An outdoor weathering test will not be required."

*ADD THE FOLLOWING:*



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"Retro-reflective materials shall comply with the requirements of SABS 1519 but the requirements of Clauses 3 and 4 of CKS 191 shall take precedence.

Mixing 3M Scotchlite, Kiwalite or any other approved products on the same sign will not be permitted. The contractor will also be required to produce lifespan guarantees as well as SABS approved certificates with regard to the retro-reflective material specified or tendered for.

When measured in accordance with SABS 1519, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table 1 of SABS 1519 (duplicated as table B8118/1 in these specifications).

The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the engineer, the retro-reflective material does not comply with the above requirements, the contractor shall replace the defective material at his own cost, to the satisfaction of the engineer.

When measured in accordance with SABS 1519-1, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table 1 of SABS 1519-1."

**(k) Back vinyl**

*IN THE SECOND SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE THE REST OF THE SENTENCE.*

*ADD THE FOLLOWING SUBCLAUSES:*

**"(l) Chromadek sections**

Chromadek sections shall be 1,2 mm thick and shall comply with the details on the drawings.

**(m) Temporary covers for road signs**

When required, existing road signs shall be fully or partially covered with burlap or 0,5 mm thick black plastic or other approved material to obscure destinations that are temporarily inapplicable or irrelevant. As reflective material loses its retro-reflective and adhesive qualities in poorly ventilated conditions, 25 mm diameter holes spaced at maximum intervals of 300 mm shall be cut in the plastic to render it permeable.

The covers shall be neatly applied and firmly fixed in position so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic."

**B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**

**(a) Road sign boards**

*ADD THE FOLLOWING TO THE FIRST PARAGRAPH:*

"The contractor shall submit a schedule detailing the suppliers and trade names for the main constituent components in the manufacturing process.



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The contractor shall also submit documentation from the manufacturer or the South African agents or distributors of the retro-reflective sheeting that will be used in the manufacturing of the road sign boards, attesting to the fact that the road signs manufacturer conforms with the storage, handling and application procedure recommended by the reflective sheeting material manufacturer."

*INSERT THE FOLLOWING AFTER THE THIRD PARAGRAPH:*

"The colour of the retro-reflective material shall match the specified colour and shall not be faded to such an extent that its effectiveness is unacceptably impaired in the opinion of the engineer. The surface of the material shall be undamaged and free from scratches, stains or other marks.

When, in the opinion of the engineer, the retro-reflective material does not comply with the above requirements, the contractor shall replace the defective material at his own cost, to the satisfaction of the engineer."

- (i) Steel plate road sign boards

*ADD THE FOLLOWING AS THE FOURTH PARAGRAPH:*

"Steel plate used to manufacture guidance signs shall be pre-punched by means of an automated process with 5 mm holes in a rectangular grid pattern not exceeding 150 mm c/c."

**B5604 ROAD SIGN FACES AND PAINTING**

- (b) Preparing surfaces and applying paint and retro-reflective sheeting**

*ADD THE FOLLOWING TO THE FIRST PARAGRAPH:*

"and shall conform to the requirements of TYPE A signfaces, as indicated on the drawings."

**B5606 ERECTING ROAD SIGNS**

- (b) Excavation and backfilling**

*ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE FIRST PARAGRAPH:*

"A 300 mm thick gravel drainage layer shall be placed at the bottom of the excavations and shall be compacted before the excavations are backfilled.

The dimensions of the excavation for the drainage layers shall be over and above that for the footings as shown on the drawings."

- (c) Erection**

*ADD THE FOLLOWING PARAGRAPHS:*

"After erection the sign board shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.



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On completion of signs on the road section, the contractor shall clear an area immediately around the sign. The area shall be 10 m wide at the side closest to the road and 5 m wide at the side farthest from the road. The area so cleared shall be treated with an approved chemical growth-retarder in accordance with the supplier's application instructions.

No separate payment shall be made for the clearance, or the procurement and application of the growth retarder."

*ADD THE FOLLOWING CLAUSE:*

**B5609 MEASUREMENT AND PAYMENT**

*ADD THE FOLLOWING ITEMS:*

<b>Item</b>	<b>Unit</b>
-------------	-------------

**B56.12 Hazard plates** (size indicated):

(a) 150 mm x 600 mm ..... number (No)

(b) 200 mm x 800 mm ..... number (No)

The unit of measurement shall be the number of each size of hazard plate supplied and erected complete in accordance with the details on the drawings.

The tendered rates shall include full compensation for procuring and furnishing all materials, excavating, disposing of excavated material, erecting and painting the hazard plates and posts, and for placing and compacting the soil-crete backfilling.

<b>Item</b>	<b>Unit</b>
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**B56.15 Speed Control:**

(a) Speed humps as per detail drawings.....number (No)

(a) Raised pedestrian crossings.....number (No)

The unit of measurement shall be the number of speed humps or raised pedestrian crossings constructed in line with detail drawings.

The tendered rate shall include full compensation for all efforts involved in constructing the speeds humps as per drawings and no separate payments will be made in ay other section of the bill of quantities for any materials or labour required. It shall also include for all labour, plant, supervision and all other incidentals.



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**SECTION B5700: ROAD MARKINGS**

**B5701 SCOPE**

*REPLACE “South African Road Traffic Signs Manual” IN THE SECOND PARAGRAPH WITH “SADC Road Traffic Signs Manual”.*

**B5702 MATERIALS**

**(a) Paint**

- (i) Road-marking paint

*ADD THE FOLLOWING:*

“The commercial product supplied shall be subject to the approval by the engineer on the submission of a certificate of the SABS permitting the manufacturer to apply the SABS standardization work to the supplied product.”

- (ii) Retro-reflective road-marking paint

*ADD THE FOLLOWING:*

“When measured in accordance with SABS Method 1261-1998 within a period of two weeks after application, the coefficient of retro-reflected luminance,  $R_L$ , shall be at least 150 mcd/m<sup>2</sup>.lx for white markings and 100 mcd/m<sup>2</sup>.lx for yellow markings.”

**(b) Roadstuds**

*REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:*

“All square roadstuds shall have a footprint of 100 mm x 100 mm and a height of 20 mm. Round roadstuds shall be 100 mm in diameter and 20 mm in height. Only non-metallic products with glass as reflective material shall be used. Shank roadstuds shall be used on the outside slow lane shoulders.”

**B5704 MECHANICAL EQUIPMENT FOR PAINTING**

*ADD THE FOLLOWING:*

“The machine shall always operate in the direction of the traffic when applying lane markings.”

**B5706 SETTING OUT THE ROAD MARKINGS**

*ADD THE FOLLOWING:*

“Where road markings are to be replaced after milling/overlay, it is essential that all existing road markings be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of the new road markings shall be reassessed on site by the engineer before the contractor commences with the road marking. No separate payment will be made for referencing the existing road markings and full compensation shall be included in the rate tendered for item B57.06.





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For safety purposes, premarking of the final road markings shall be done on a daily basis at the end of each working shift for the construction of the final overlays."

**B5707**      **APPLYING THE PAINT**

*REPLACE THE FIRST SENTENCE OF THE LAST PARAGRAPH WITH THE FOLLOWING:*

"The final road markings shall be applied immediately after the full length of a particular construction zone has received an overlay or where, in the opinion of the engineer, the road conditions are unsafe. The contractor will not be permitted to occupy a new construction zone before the final road markings for the current construction zone have not been completed.

No separate payment will be made for establishing the road-marking team on site during the construction period, irrespective of the number of times the road-marking team is required on the site or is required to move with the site, and full compensation shall be included in the rates tendered for road marking."

**B5708**      **APPLYING THE RETRO-REFLECTIVE BEADS**

*REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:*

"The rate of application of the beads shall be such that the coefficient of retro-reflected luminance, RL, specified in sub-sub-clause B5702(a)(ii) is achieved."

*DELETE THE SECOND PARAGRAPH:*

**B5709**      **ROADSTUDS**

*ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:*

"The final road studs shall be installed immediately after the full length of a particular construction zone has received an overlay. The contractor will not be permitted to occupy a new construction zone before the final road studs for the current construction zone have not been installed."

*REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:*

"Temporary road studs shall be installed on a daily basis on all road sections where pre-treatment work was carried out. The road studs shall be installed at the end of each working shift and installation shall be completed before opening the road to traffic. The contractor shall maintain the temporary road studs in position until the road sections are to receive the final overlay. The contractor shall remove the temporary road studs from the pre-treated road surface prior to the construction of the overlay."

*ADD THE FOLLOWING:*

"The contractor shall remove existing roadstuds from the road surface as instructed by the engineer. Wedges shall be driven in from four sides between the road surface and the roadstuds that has to be removed. The contractor shall take the necessary measures to protect the road surface, the works and the safety of persons when roadstuds are removed."



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**B5711 GENERAL**

*INSERT ", bituminous emulsion, slurry" INTO THE LAST SENTENCE OF THE LAST PARAGRAPH BETWEEN "black paint" AND "or chemical paint remover":*

*ADD THE FOLLOWING TO THE LAST PARAGRAPH:*

"Where black paint is used, it shall be matt."

**B5712 FAULTY WORKMANSHIP OR MATERIALS**

*ADD THE FOLLOWING PARAGRAPH:*

"Should less than 95% of the road markings comply with the specified coefficient of retro-reflected luminance when measured in accordance with SABS Method 1261:1998 at a 5% sample level, the contractor shall repaint the works at his own cost."

*ADD THE FOLLOWING CLAUSES:*

**"B5715 TEMPORARY ROAD-MARKING TAPE**

Temporary road markings on certain sections shall be done by applying an approved proprietary brand of reflective tape 100 mm wide.

Reflective tape should be easily applied with pressure-sensitive adhesive backing or by first applying a primer to the cleaned road surface. The tape should be capable of withstanding the wear and tear generated by traffic and climatic conditions for a period of at least six (6) months. Once the tape has served its purpose it should be easily removable without damaging the road surface.

The existing road studs shall be removed from the road surface prior to milling."

**B5714 MEASUREMENT AND PAYMENT**

**Item**

**B57.06      Setting out and pre-marking the lines (excluding traffic-island markings, lettering and symbols)**

*ADD THE FOLLOWING:*

"Referencing of existing road markings prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking."

**Item**

**B57.07      Re-establishing the painting unit at the end of the maintenance period**

*ADD THE FOLLOWING AFTER THE FIRST SENTENCE OF THE FIRST PARAGRAPH:*

"The tendered lump sum shall also include for the erection and removal, on a daily basis as the work progresses, the minimum accommodation of traffic facilities specified in clause B5713."



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*ADD THE FOLLOWING ITEM:*

<b>"Item</b>	<b>Unit</b>
<b>B57.10 Temporary road-marking tape .....</b>	<b>metre (m)</b>

The unit of measurement shall be the metre of reflective tape actually applied to the road surface.

The tendered rate for temporary road marking shall include full compensation for all labour, tools, materials and equipment for the supply and placement of the temporary line and for its satisfactory maintenance. It shall also include for the removal of the tape when no longer required."



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**COLTO SERIES 6000: STRUCTURES**

**SECTION B6300: STEEL REINFORCEMENT FOR STRUCTURES**

**B6302 MATERIALS**

**(a) Steel bars**

*REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:*

“Cold-worked reinforcing bars shall not be used.”

**B6306 PLACING AND FIXING**

*REPLACE THE SECOND AND THIRD PARAGRAPHS WITH THE FOLLOWING:*

“The concrete cover for all structural concrete shall be within the acceptance ranges shown in table B6404/6. Prior to fixing the steel, samples of the proposed cover and spacer blocks shall be submitted to the engineer along with a written statement for in-situ manufacture, if applicable, for approval.

Overlap of steel reinforcement bars shall be such that the cover to the lapped bars remains constant at the specified cover.”

**B6307 COVER AND SUPPORTS**

*IN THE SECOND PARAGRAPH REPLACE THE SECOND SENTENCE, COMMENCING WITH “Where no cover is indicated...shown in table 6306/1” WITH THE SENTENCE:*

“Where no cover is indicated, the contractor shall inform the engineer who shall after consultation with the design engineer indicate the required cover in writing and the as-built drawings shall indicate such cover”.

*ADD THE FOLLOWING TO THE END OF THE FIFTH PARAGRAPH:*

“Concrete cover and spacer blocks shall be made using the same cement and aggregate type as the main concrete with the same water/cement ratio so that differences in shrinkage, thermal movements and strain are minimised. Cover blocks shall be water cured by submersion for a minimum of 7 days and thereafter kept submerged in water until immediately before fixing onto reinforcing steel. Where concrete cover blocks, subsequent to fixing, have visually dried out they shall be remoistened by an appropriate method so that they are damp before the placing of concrete. Only semi-spherical concrete cover blocks shall be used. Where fixing wire is inserted into cover blocks, it shall be galvanized. Cover and spacer blocks manufactured from other materials e.g. plastic or wood, shall not be permitted. All cover blocks regardless of the type of material manufactured from, shall not be visible on exposed concrete surfaces.”

*DELETE TABLE 6306/1 IN ITS ENTIRETY.*

*ADD THE FOLLOWING PARAGRAPH:*

“Where the concrete cover specified has not been achieved after cover tests have been carried out in accordance with clause B8106(g)(iv), reduced payment as determined under clause B8212 shall be applied to all the relevant pay items under section 6300.”

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**SECTION B6400: CONCRETE FOR STRUCTURES**

**B6402 MATERIALS**

**(a) Cement**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"The type of cement to be used in any concrete element shall take into account the environmental conditions and durability requirements at the location of the site of the works and shall be selected according to table B6402/1.

**TABLE B6402/1: SELECTION OF CEMENT TYPE**

Condition of exposure	Placing temperature of concrete	Type of cement*
1. MODERATE Concrete surfaces above ground level and protected against alternately wet and dry conditions caused by water, rain and sea-water spray	< 20 °C	CEM I CEM II A – S CEM II B – S
	20 °C - 30 °C	CEM I CEM II A – S CEM II B – S CEM II A – V (or W) CEM II B – V (or W) CEM III A
2. SEVERE Concrete surfaces exposed to hard rain and alternatively wet and dry conditions	< 20 °C	CEM I CEM II A – S CEM II B – S
	20 °C - 30 °C	CEM I CEM II A – S CEM II B – S CEM II A – V (or W) CEM II B – V (or W) CEM III A
3. VERY SEVERE Concrete surfaces exposed to aggressive water, sea-water spray or a saline atmosphere	< 20 °C	CEM II B – S 42.5 CEM III A CEM II B – V 32.5
	20 °C - 30 °C	CEM II B – S CEM III A CEM II B – V
4. EXTREME Concrete surfaces exposed to the abrasive action of sea water or very aggressive water	< 20 °C	CEM II B – S CEM III A
	20 °C - 30 °C	CEM II B – S CEM III A

\*Notes:

- (1) CEM I cements shall only be used in environments where concrete is not prone to chloride attack, i.e. in inland drier environments.
- (2) Where a strength class of 42,5 or greater is required, and the placing temperature of concrete is between 20 °C to 30 °C, a set and hydration retarding admixture shall be used where required so as not to exacerbate bleeding.
- (3) Cement types CEM I, II and III may be blended, provided that the final product conforms to the requirements of SABS EN 197-1 for the proportion of extender used and provided that the proportion of extender in the original unblended cement is known.



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- (4) CEM III cement or a blended cement with CEM II and CEM III will only be used in prestressed concrete members or units if stated in the Project Specifications or approved by the engineer.
- (5) For a structure in contact with water, the water shall be tested to determine whether the water is aggressive."

**(b) Aggregates**

*REPLACE SUBCLAUSE (iv) WITH THE FOLLOWING:*

"The particular combination of aggregate and cement shall be tested for potential alkali aggregate reactivity in accordance with the test method as described in subclause 8105(f), and, where the results point to such reaction, either the aggregate or the cement, or both shall be replaced so that an acceptable combination may be obtained."

*ADD THE FOLLOWING SUBCLAUSES:*

- "(vi) In addition to SABS 1083-1976 grading requirements for fine aggregates, the grading of the approved sand shall be such that between 25% to 35% by mass shall pass the 300 µm sieve. Sands that do not comply with this requirement will have to be blended with an approved fine sand in order to achieve the requirement.
- (vii) The aggregate shall have a wet 10% FACT value of at least 75% of that of the determined dry value (table 6, SABS 1083)."

**(d) Water**

*ADD THE FOLLOWING:*

"Water for concrete other than prestressed concrete, shall not contain chlorides, calculated as sodium chloride, in excess of three thousand parts per million (3 000 ppm) nor sulphates, calculated as sodium sulphate, in excess of two thousand parts per million (2 000 ppm).

Water for curing concrete shall not contain impurities in sufficient amount to cause discolouration of the concrete or produce etching of the surface.

No sea-water or water containing salts shall be used.

No water shall be added on site to ready mix concrete prior to placing to improve workability. All concrete delivered to site shall be checked for workability using the slump cone test and slump measured outside of the limit set from the design mix shall be rejected."

**(e) Admixtures**

*ADD THE FOLLOWING SUBSUBCLAUSES:*

- "(v) Admixtures, which have a retarding effect on the rate of hydration of the cement, may not be used when the concrete temperature is below 20 °C.
- (vi) A retarding admixture shall be used if temperatures of concrete mixes using cements of strength class 42,5 or higher is between 20 °C and 30 °C or where the ambient temperature is between 20 °C and 30 °C."

*ADD THE FOLLOWING:*



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"Note: Only admixtures of the type that do not increase the water content of the mix will be considered by the engineer. In addition, no admixtures shall be added on site to ready mix concrete prior to placing to improve workability."

**B6403     STORING THE MATERIALS**

**(b)     Aggregates**

*ADD THE FOLLOWING PARAGRAPH:*

"The concrete surface of the storage bin shall be sloped at 1:50 from the centre towards the outside and then drained to prevent subsoil contamination and water ponding."

**B6404     CONCRETE QUALITY**

**(a)     General**

*INSERT THE FOLLOWING PARAGRAPH AFTER THE SECOND PARAGRAPH:*

"When structural concrete prefixed 'W' is shown on the drawings, it shall, in addition to the strength requirements, comply with the durability requirements specified in subclause B6404(h). 'W' class concrete shall not apply to minor structural elements such as side drains and catchpits, except in severe environmental conditions of exposure. Requirements for concrete quality (including any durability requirements) for concrete pavements are found in Section 7100 of the specifications."

**(b)     Strength concrete**

*ADD THE FOLLOWING AFTER THE FIFTH PARAGRAPH:*

"The minimum cement content of structural concrete shall be 340 kg/m<sup>3</sup>.

The contractor must provide the engineer with complete mix designs and materials for strength concrete at least six (6) weeks before the first concrete is cast on the project."

**(e)     Bleeding**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"The concrete shall be proportioned with suitable materials that total bleeding does not exceed 0,3 mm/cm<sup>2</sup> as measured by ASTM C232-92."

*ADD THE FOLLOWING NEW SUBCLAUSE:*

**"(h)     Concrete durability**

**(i)     General**

Concrete designated by the prefix 'W' shall, in addition to the requirements of subclause 6404(b) comply with the durability parameters defined below:

Water sorptivity:

Sorptivity is sensitive to surface effects and may be used to assess the effectiveness of initial curing.

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Oxygen permeability:

Permeability is sensitive to changes in the coarse pore fraction and thus a means of assessing compaction of concrete. It is used to quantify the microstructure of the concrete and sensitive to macro-defects such as voids and cracking.

Chloride conductivity:

Chloride conductivity provides a method of characterisation of concretes in the marine environment and is used to assess the chloride resistance of concrete.

Cover concrete:

Cover concrete is the outer concrete layer that protects reinforcing steel.

Concrete cover:

Concrete cover is a dimensional indicator of cover concrete depth and it varies according to the requirements of the different environmental exposure classes.

When tested in accordance with the test protocols described in B8106 for each potential durability parameter, the concrete shall meet the limits listed in tables B6404/3, B6404/4 and B6404/5.

A minimum cementitious content of 340 kg/m<sup>3</sup> shall be required in the concrete irrespective of the type of cement used or into which environmental category it falls in. The contractor should also note that in order to meet the requirements for a durable concrete, the cement demand might well exceed the minimum requirement.

TABLE 6404/3A: DURABILITY PARAMETERS ACCEPTANCE RANGES  
ENVIRONMENTAL TYPE: MODERATE TO SEVERE (> 30 km FROM COAST)

Acceptance category	Test No/Description/Unit	
	B8106(d)(i) Water sorptivity (mm/√h)	B8106(d)(ii) Oxygen permeability (log scale)
Concrete made, cured and tested in the laboratory	< 6,0	> 10,0
Full acceptance of in-situ concrete	< 8,0	> 9,5
Conditional acceptance of in-situ concrete (with remedial measures)	8.0 – 15.0	9,0 – 9,5
Rejection	> 15,0	< 9,0



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TABLE B6404/3B: DURABILITY PARAMETERS ACCEPTANCE RANGES  
ENVIRONMENTAL TYPE: VERY SEVERE TO EXTREME (< 30 km  
FROM COAST)

Acceptance category	Test No/Description/Unit	
	B8106(d)(i) Water sorptivity (mm/h)	B8106(d)(ii) Oxygen permeability (log scale)
Concrete made, cured and tested in the laboratory	< 6,0	> 10,0
Full acceptance of in-situ concrete	< 8,0	> 9,15
Conditional acceptance of in-situ concrete (with remedial measures)	8,0 – 15,0	8,75 – 9,15
Rejection	> 15,0	< 8,75

Chloride attack on concrete occurs along the coastal belts (30 km band), and therefore chloride index testing is required where concrete is placed within the 'very severe' and 'extreme' environmental types i.e. within marine tidal and splash zones or marine spray zones. These environmental types are further broken down as shown in table B6404/4a into marine exposure categories, with category 1 being extreme conditions and category 4 being moderate conditions.

Unlike oxygen permeability and water sorptivity, chloride conductivity is not really a measure of construction quality, but it shall be used for materials selection and design of mixes in aggressive chloride conditions. It will therefore only be used as a check on mix designs during the initial stages of construction. Table B6404/4b provides appropriate limits for various curing regimes and cement types.

**TABLE B6404/4A: CLASSIFICATION OF MARINE EXPOSURE CATEGORIES**

Marine exposure category	Environment	
	Extreme (Marine tidal and splash zones)	Very severe (Marine spray zone)
1	Structure exposed directly to sea water with heavy wave action and/or abrasion	N/A
2	Structure exposed directly to sea water under sheltered conditions with little wave action	Structure within 500 m of shore exposed to heavy wave action and onshore winds
3	N/A	Structure located near shore (> 500 m) in an exposed marine location
4	N/A	Structure in a sheltered location within 1 km of shore or anywhere within 30 km of coast

**TABLE B6404/4B: APPROPRIATE LIMITS FOR CHLORIDE CONDUCTIVITY**

	Marine exposure category	100 % PC		10% CSF		30% FA		50% GGBS	
		28d	90d	28d	90d	28d	90d	28d	90d
Fully cured wet	1	0,75	0,60	0,30	0,27	0,90	0,25	0,40	0,30
	2	0,90	0,70	0,40	0,36	1,20	0,30	0,75	0,60
	3	1,25	1,00	0,50	0,45	1,50	0,40	1,25	1,00
Moist cured	1	1,00	0,85	0,40	0,35	1,50	0,75	1,25	1,00

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(3-7d)	2	1,40	1,25	0,50	0,45	2,00	1,00	1,75	1,50
	3	1,75	1,60	0,60	0,55	2,25	1,25	2,25	2,00

**TABLE B6404/5: DURABILITY PARAMETERS ACCEPTANCE RANGES:  
CONCRETE COVER**

Test No	Description of test	Specified cover (mm)	Acceptance range*	
			Min	Max
B8106(g)	Concrete cover to reinforcement (mm)	20 to 30	As specified	As specified + 5 mm
		30 to 80	As specified	As specified + 10 mm

\*Notes:

(1) The design of reinforced concrete members shall be based on the maximum permissible cover especially for members less than 200 mm in thickness.

(ii) Approval of mix designs

The compressive strength achieved on 'W' class concrete will exceed the characteristic strength class structurally required. Therefore 'W' class concrete shall have a minimum compressive strength of 35 MPa except where greater strengths are specified elsewhere to satisfy structural requirements. The contractor shall take note that the process of finalising 'W' class mix designs will exceed the period normally associated with structural concrete designs and could take up to two months.

Where, however, contracts are of a short duration (eg < 6 months) the engineer may accept a design proposal for which there is recent evidence of conformance. Ready-mixed products will similarly require evidence that they also conform to the required durability parameters.

Testing for design purposes shall be carried out by a laboratory approved by the engineer, the costs of which are deemed to be included in the contractor's rates for structural concrete. Concrete as designed shall satisfy the limits set out in tables B6404/3a and b under the heading 'Concrete made, cured and tested in the laboratory.'

Once approved, the compressive strength obtained from the tests that comply with the durability parameters shall become the target strength for which durability acceptance criteria will be based."

**B6405 MEASURING THE MATERIALS**

**(c) Aggregates**

*ADD THE FOLLOWING:*

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

**B6406 MIXING**

**(a) General**

*ADD THE FOLLOWING SENTENCE:*



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"Volume batching will not be permitted."

**B6407 PLACING AND COMPACTING**

**(a) General**

*ADD THE FOLLOWING PARAGRAPHS:*

"Bridge decks shall be cast in sections as indicated on the drawings or as approved by the engineer.

Balustrades and sidewalks on bridge decks shall only be cast/placed after completion of the deck and removal of the staging."

**(b) Placing**

*ADD THE FOLLOWING:*

"Casting of the in-situ parapets or placing of precast parapets shall only commence after removal of the deck staging, and in addition, in the case of prestressed decks, the stressing must be complete. Where specified on the drawings the top of the parapets after placing shall follow the pre-camber levels specified on the drawings to allow for future creep effects. This is of particular importance on the edges of very long skew decks and prestressed simply supported decks. The levels of the top rail of each panel of the balustrades/parapets shall be confirmed in writing by the design engineer."

**B6408 CONSTRUCTION JOINTS**

**(a) General**

*ADD THE FOLLOWING:*

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer. In all cases the proposed method of forming the joint shall be discussed and agreed with the engineer."

*ADD THE FOLLOWING SUBCLAUSE:*

**"(d) Construction joints in bridge structures**

**(i) Horizontal construction joints in substructures**

Horizontal construction joints in substructures at positions different to those proposed on the drawings, necessitated by the method of construction employed by the contractor will be allowed subject to the prior written approval of the engineer.

**(ii) Vertical construction joints**

Vertical construction joints in the bridge deck will only be allowed in special circumstances and will be subject to the approval of the engineer."

**B6409 CURING AND PROTECTION**

*ADD THE FOLLOWING TO THE END OF SUBCLAUSE 6409(f):*

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"For durability concrete prefixed 'W', only a curing compound consisting of an approved water based low viscosity clear wax emulsion applied in accordance with the manufacturer's instructions may be used."

*ADD THE FOLLOWING NEW PARAGRAPHS TO THE END OF THE CLAUSE:*

"Where curing by retention of formwork is used as the only method of curing the concrete, it must be left in place for the minimum period specified in table 6206/1 but in no instance shall it be less than 7 days.

The materials used for formwork shall take into account properties such as thermal insulation and moisture absorption when assessing the suitability of the material, to the approval of the engineer.

If impermeable curing membranes are to be used as a curing method, they shall be installed at the same time as formwork is removed and no portion of a concrete surface may be left unprotected for a period in excess of 2 hours. If the surface is an unformed finish eg top of deck slab, then the surface must be protected immediately by appropriate methods approved by the engineer after it is finished, without damage to that surface, since it is vulnerable to plastic shrinkage cracking due to high rates of evaporation while the concrete is still in a plastic state.

Plastic shrinkage and settlement shall not be permitted on any of the structural elements since it compromises the durability of the concrete. In order to prevent early settlement and shrinkage of the concrete, the concrete placed shall be re-vibrated after initial compaction while the concrete is still in a plastic state. Any remedial measures shall be as approved in writing by the engineer. On bridge decks, the top surface shall be cured using the method described in clause 6409(d) i.e. "Constantly spraying the entire area of exposed surfaces with water".

All durability concrete prefixed 'W', shall be cured for the equivalent moist curing periods as shown in table B6409/1 below:

TABLE B6409/1: EQUIVALENT MOIST CURING PERIODS

<b>Weather</b>	<b>Minimum moist curing Period (days)</b>
Normal: 18 to 22 °C, 65% RH, low wind speeds	5
Hot: With drying winds	7
Cold: 5 to 12 °C	9

For all durability concrete prefixed 'W', curing shall be excluded from the make-up of rates for measurement under items B64.01 and 64.02 and paid for separately under pay item B64.07. Where the application of a curing compound is instructed by the engineer, the type and nominal application rate thereof shall be as specified in the schedule of quantities or to the manufacturer's nominal specified rates. Although the Contractor may tender a low rate and provide the minimum possible curing to the fresh concrete, he will be penalised in terms of reduced payments as improper curing will result in the water sorptivity test, which a measure of initial curing, not is meeting the required target value specified in table B6404/4."

**B6410 ADVERSE WEATHER**

*ADD THE FOLLOWING NEW SUBCLAUSE:*



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**"(d) Temperature and hydration of concrete**

The temperature of concrete delivered to site shall be within the range 10 °C to 30 °C. Concrete which has a temperature outside of this range shall not be placed in the structure.

The rate of hydration of the cement in the concrete shall be such that the concrete can be placed and properly compacted within 2 hours after the addition of water to the mix ingredients. The initial set of the concrete shall not be unduly delayed due to inappropriateness of admixtures or cement type, which could promote bleeding."

**B6413 PRECAST CONCRETE**

*ADD THE FOLLOWING FINAL PARAGRAPHS:*

"Precast concrete units shall comply with the requirements of the latest SANS 986:2006 specification.

Prior to the manufacture of any units the manufacturer shall submit his Quality Plan to be approved by the engineer. The quality plan must incorporated all requirements and frequency for durability index testing i.e. Sorptivity, Oxygen Permeability, Chloride Conductivity (if required) and Cover Testing. As part of the Quality Plan submitted for approval, copies of calibration certificates of both gauges used for proof loads and cover meters used at the factory shall be supplied to the engineer. The originals of these certificates shall at all stages also be available for inspection at the factory premises. The manufacturer shall check each precast unit for cover compliance, and random checking of units shall not be permitted. The engineer's representative may visit the factory at any stage to ascertain adherence to the quality plan including test results from the durability index testing as well as to check covers before delivery to site. Any substandard cover shall result in the applicable structural element or part thereof being rejected. Should the manufacturer not be adhering to their Quality Plan the engineer may exercise the right to reject the use of products from the manufacturer concerned. The employer shall also be informed in all such cases.

For durability requirements due to the reduced cover provided for precast culverts, all such durability testing shall be done in accordance with clause B6404(h). "

**B6414 QUALITY OF MATERIALS AND WORKMANSHIP**

**(a) Criteria for compliance with the requirements**

*DELETE "and 8300" IN THE SECOND LINE, AND "8305" IN THE FIFTH LINE, AND "8307" IN THE SIXTH LINE, AND "8308" IN THE TENTH LINE.*

*ADD THE FOLLOWING NEW PARAGRAPHS AFTER THE FIRST PARAGRAPH:*

"In the event that for 'W' classed concrete the actual achieved average cube strengths of an element are less than 85% of the target mean strength, the engineer may instruct the taking of cores for additional testing, which shall be to the contractor's cost unless the results are acceptable. The engineer will carry out routine tests conducted on cores for the durability parameters taken from the completed elements during the construction, the costs for which shall be to the employer's account unless the parameters are not met.



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Tests No B8106(g)(i) and (ii) (and (iii) when required), shall be conducted on cores drilled from the structural element when the concrete reaches the age of at least 28 days. Test No B8106(g)(iv) shall be conducted to confirm that the specified depth of concrete cover has been achieved. The frequency of these tests shall be as described under item B8106(g). The test results shall be accepted or rejected on the criteria set out in tables B6404/3 and B6404/4 based on the following categories:

(i) Full acceptance

Concrete shall be accepted unconditionally and full payment shall be made.

(ii) Conditional acceptance

Concrete may be accepted with a warning that construction methods be examined to improve the durability criteria. A reduced payment shall be applied to all the relevant pay items under 6300 and 6400 for the non-conforming element or concrete pour as set out in table B8212/1, or the contractor may elect to carry out remedial work to improve the durability of the concrete to the criterion of 'Full Acceptance' to the satisfaction of the engineer, and receive full payment.

(iii) Rejection

The concrete shall be removed and replaced with fresh concrete at the expense of the contractor, as directed by the engineer.

Should the test result(s) indicate conditional acceptance or rejection of the item tested, the contractor shall have the option of carrying out additional tests on that item, at his own expense to confirm or disapprove the original test result(s). Not more than two such additional tests shall be carried out.

Should one additional test confirm the original test result, then the original result shall serve to determine payment in accordance with table B8212/1.

If two additional tests are carried out and both such tests show an improvement on the original test result(s) then the effective penalty as per table B8212/1, based on the original test result(s), shall be halved."

**(b) Procedure in the event of non-compliance with the requirements**

*REPLACE SUBCLAUSE (i) WITH THE FOLLOWING:*

"The use of core testing for acceptance control, shall be at the sole discretion of the engineer and shall generally only be permitted where it can be proved that either the cube making, curing or testing procedure has contributed to poor cube test results.

Before the cores are drilled, the members concerned shall be cured and allowed to age 28 days, whereafter the cores shall be drilled and tested within 7 days. The concrete age shall thus not exceed 35 days at the time of testing. Cores shall be drilled in accordance with SABS 865, and the engineer will evaluate these cores in accordance with SABS 100 - Part II."

*ADD THE FOLLOWING NEW SUBCLAUSE:*

"(iii) Structural concrete elements or concrete pours shall be represented by test cubes and extracted cores which shall be tested for strengths and the appropriate durability parameters. If the durability parameters have been proved to be acceptable the costs for



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such testing shall be borne by the employer. However, where non-compliance to the specified parameters has been identified, the assessed element shall be rejected and at the engineer's sole discretion any of the following measures may be considered at the contractor's expense:

- (1) Coating with an approved product specifically designed to improve the non-conforming parameter depending on the severity of the test results
- (2) Acceptance at reduced payments
- (3) Demolition and rebuilding.

Where the engineer allows conditional acceptance, reduced payment shall be applied to all the relevant pay items under 6300 and 6400 for the non-conforming element or concrete pour according to the table B8212/1."

**(b) Procedure in the event of non-compliance with the requirements**

*ADD THE FOLLOWING SUBSUBCLAUSE:*

"(iii) Structural concrete elements or concrete pours shall be represented by test cubes and extracted cores which shall be tested for strengths and the appropriate durability parameters. If the durability parameters have been proved to be acceptable the costs for such testing shall be borne by the employer. However, where non-compliance to the specified parameters has been identified in terms of tables B6404/3 and 6404/5, the element shall be assessed by the engineers and employer and any of the following measures may be considered at the contractor's expense:

- (1) Coating with an approved product specifically designed to improve the non-conforming parameter depending on the severity of the test results.
- (2) Acceptance at reduced payments
- (3) Demolition and reconstruction

Where the engineer allows conditional acceptance, reduced payment shall be applied to all the relevant pay items under 6300 and 6400 for the non-conforming element or concrete pour according to the tables B8212/1 and B8212/2."

**B6415 DEMOLITION AND REMOVAL OF EXISTING STRUCTURAL CONCRETE**

*REPLACE CLAUSE 6415 WITH THE FOLLOWING:*

**"B6415 PARTIAL DEMOLITION AND EXTENSION OF EXISTING STRUCTURES**

Where parts of existing structures have to be demolished (without extensions to these structures), these parts shall be cut to predetermined lines and levels. If the concrete is reinforced, the reinforcement shall be exposed and cut off at a depth giving the required cover, and the exposed face shall be restored as specified in clause 6408. The debris shall be removed and disposed of at approved dumping sites provided by the contractor.

Where partial demolition is required for extension work to existing structures, the contact face shall be cut to predetermined lines and levels. Loose material shall be removed and disposed of at approved dumping sites provided by the contractor. Projecting steel shall be cleaned and bent as directed by the engineer.





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Where extension work is required without partial demolition, the contact surface shall be roughened and cleaned of all dirt and loose particles.

If required, dowels shall be installed in holes drilled into the existing structure, in accordance with the details on the drawings, and be secured by means of an approved epoxy resin grout.

New concrete shall be bonded to existing concrete with a cement paste or slurry or an approved epoxy resin slurry.

All such work shall be carried out without damaging the rest of the structure."

*ADD THE FOLLOWING CLAUSE:*

**"B6417 CONCRETE DURABILITY**

To ensure that the concrete has been placed, compacted and cured correctly, a nominated laboratory shall carry out the following tests after completion of curing:

- (a) Water sorptivity
- (b) Oxygen permeability (tested in the Ballim apparatus)
- (c) Measuring the depth of concrete cover

For the water sorptivity and oxygen permeability tests, a 68 mm diameter core shall be taken through the concrete cover (being the concrete layer between the outermost layer of steel reinforcement and the exposed outer surface of the concrete element), of the constructed reinforced concrete. A slice of 30 mm thick shall then be cut from the core such that the slice is representative of the middle layer of the concrete (i.e. the middle layer being a 30 mm thick slice of concrete, 5 mm from the exposed outer surface extending in towards the reinforcement) for a 40 mm required cover.

Results obtained in accordance with the test methods described in *Concrete Durability Index Testing Manual* (Methods 1 and 2) published by the Department of Civil Engineering, University of Cape Town, shall fall within the ranges specified in table B6404/3.

**TABLE B6404/3: SPECIFIED, ACCEPTABLE AND ABSOLUTE MINIMUM ACCEPTANCE TEST VALUES**

Test	Specified value	Acceptance limit	Acceptance range
Oxygen permeability index (log scale)	10	9,5	≥ 9,5
Water sorptivity (mm/√h)	8	11	≤ 11
Cover measurement	25 mm 40 mm 50 mm	25 mm 35 mm 45 mm	25 mm to 50 mm 35 mm to 60 mm 45 mm to 65 mm

The Professional Engineer will indicate the positions at which the cores shall be extracted on the site."





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**COLTO SERIES 7000: SUNDRY STRUCTURES**

**SECTION B7300: CONCRETE BLOCK PAVING FOR ROADS**

*ADD THE FOLLOWING ITEM:*

<b>"Item</b>	<b>Unit</b>
<b>B52.05 Remove and dispose of old paving.....</b>	<b>square metre (m<sup>2</sup>)</b>

The unit of measurement shall be the square metre of paving blocks removed, loaded and disposed of at an approved dumping site. The quantity will be calculated from the authorised dimensions.

The tendered rate shall include full compensation for all plant, materials, efforts and profits required for removing the old paving blocks, loading onto trucks and disposing of at an approved dumping site identified by the contractor, including all haul.



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**COLTO SERIES 8000: SUNDRIES**

**SECTION B8200: QUALITY CONTROL (SCHEME 1)**

**B8201 SCOPE**

*ADD THE FOLLOWING:*

"Quality control Scheme 1 shall apply to this contract."

**SECTION B8300: QUALITY CONTROL (SCHEME 2)**

**B8301 SCOPE**

*ADD THE FOLLOWING PARAGRAPH:*

"Section 8300 shall be used for quality control on this contract."

**B8308 PROCESS CONTROL BY THE CONTRACTOR**

*ADD THE FOLLOWING:*

"For the purpose of this contract process or quality control by the contractor comprises at least the following:

**(a) Soil tests**

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents, solid densities and chemical tests relating to stabilizing agent contents.

**(b) Aggregate tests**

Grading, flakiness index, average least dimension (ALD).

**(c) Concrete tests**

Slump and cube crushing strengths."

**END OF SECTION**



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**SECTION C3.4.3 PROJECT SPECIFICATIONS : ADDITIONAL SPECIFICATIONS**

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- C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.4.3.3 PROVISION OF STRUCTURED TRAINING
- C3.4.3.4 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME



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### **C3.4.3.5 OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION**

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ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

#### **C3.4.3.1.1 Introduction**

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Makhuduthamaga Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2014.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Makhuduthamaga Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

#### **C3.4.3.1.2 Scope**

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

#### **C3.4.3.1.3 General Occupational Health & Safety Provisions**

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)



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(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Makhuduthamaga Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Makhuduthamaga Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Makhuduthamaga Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and



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any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- \* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- \* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)



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Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunnelling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Makhuduthamaga Municipality together with concise CV's of the appointees. All appointments must be officially approved by Makhuduthamaga Municipality. Any changes in appointees or appointments must be communicated to Makhuduthamaga Municipality forthwith.

The Principal Contractor must, furthermore, provide Makhuduthamaga Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Makhuduthamaga Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)



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The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- \* Notification of Construction Work (Construction Regulation 3.)
- \* Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- \* Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- \* OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- \* Copies of OH&S Committee and other relevant Minutes
- \* Designs/drawings (Construction Regulation 5 (8))
- \* A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- \* Appointment/Designation forms as per (a)(i) & (ii) above.





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- \* Registers as follows:
- \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- \* OH&S Representatives Inspection Register
- \* Asbestos Demolition & Stripping Register
- \* Batch Plant Inspections
- \* Construction Vehicles & Mobile Plant Inspections by Controller
- \* Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
- \* Demolition Inspection Register
- \* Designer's Inspection of Structures Record
- \* Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
- \* Excavations Inspection
- \* Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
- \* Fall Protection Inspection Register
- \* First Aid Box Contents
- \* Fire Equipment Inspection & Maintenance
- \* Formwork & Support work Inspections
- \* Hazardous Chemical Substances Record
- \* Ladder Inspections
- \* Lifting Equipment Register
- \* Materials Hoist Inspection Register
- \* Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- \* Scaffolding Inspections
- \* Stacking & Storage Inspection
- \* Inspection of Structures
- \* Inspection of Suspended Platforms
- \* Inspection of Tunnelling Operations
- \* Inspection of Vessels under Pressure
- \* Welding Equipment Inspections



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- \* Inspection of Work conducted on or Near Water
- \* All other applicable records

Makhuduthamaga Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Makhuduthamaga Municipality on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Makhuduthamaga Municipality for record keeping purposes.

- (g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

- (i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

- (ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

- (iii) Other Training



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All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

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

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated above
- \* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- \* Basic First Aid (General Safety Regulations 3)
- \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences



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The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Makhuduthamaga Municipality **at least on a basis to be determined between the two parties.**

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Makhuduthamaga Municipality OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by Makhuduthamaga Municipality.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Makhuduthamaga Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.



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(ii) Other Audits and Inspections by Makhuduthamaga Municipality:

Makhuduthamaga Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Makhuduthamaga Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies
- \* becomes unconscious
- \* loses a limb or part of a limb



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- \* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- \* a major incident occurred
- \* the health or safety of any person was endangered
- \* where a dangerous substance was spilled
- \* the uncontrolled release of any substance under pressure took place
- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- \* machinery ran out of control

to Makhuduthamaga Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Makhuduthamaga Municipality and the Provincial Director of the Department of Labour forthwith by telephone, tele-fax or E-mail.

The Principal Contractor is required to provide Makhuduthamaga Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Makhuduthamaga Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

**Accident and Incident Investigation (General Administrative Regulation 9)**

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.



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The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Makhuduthamaga Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

**C3.4.3.1.4 Operational Control**

**(a) Emergency Preparedness, Contingency Planning and Response**

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Makhuduthamaga Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

**(b) First Aid (General Safety Regulation 3)**

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

**(c) Security**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

**(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)**



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A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as “Work in Elevated Positions”.

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full bodyharness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Makhuduthamaga Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

## **C4 SITE INFORMATION**

### **SITE INFORMATION**

#### **C4.1 LOCALITY PLAN**

The proposed road is located within the Hlalanikahle village on the South western side of Jane Furse within the jurisdiction of the Makhuduthamaga Local Municipality area in Sekhukhune District Municipality of Limpopo Province.





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The proposed road works are approximately at the following coordinates:

**Start**

<b>SOUTH</b>	<b>EAST</b>
<b>25°00'18.4"S</b>	<b>29°43'31.2"E</b>

**End**

<b>SOUTH</b>	<b>EAST</b>
<b>24°59'32.3"S</b>	<b>29°43'49.8"E</b>

**1.1     Documentation**

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

**1.2     Information**

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

**C4.2   SITE INFORMATION**

**2.1     Records and Test Results**

**2.1.1   Geotechnical report**  
Available on request

**2.2     Reports on Physical Conditions**

**2.2.1   Mapping**

**2.4.3   Electricity**

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant authority.



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**C5 ANNEXURES**



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## PART C5: ANNEXURES

C5.1	PRO-FORMA DOCUMENTS .....	C.174
C5.2	GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) .....	C.188
C5.3	TENDER DRAWINGS .....	C.215
C5.4	OCCUPATIONAL HEALTH AND SAFETY POLICY.. <b>ERROR! BOOKMARK NOT DEFINED.</b>	



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## **C5.1 PRO-FORMA DOCUMENTS**

The following is a list of pro-forma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PRO-FORMA.....	C.175
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT .....	C.176
C5.1.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT .....	C.180
C5.1.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT	C.182
C5.1.5	FORM RDP 11(E) : GENERIC TRAINING REPORT .....	C.182
C5.1.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT .....	C.184
C5.1.7	FORM RDP 13(E) : EMPLOYER'S AGENTING TRAINING REPORT .....	C.184
C5.1.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT.....	C.185



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**C5.1.1 RETENTION MONEY GUARANTEE PRO-FORMA**

**EXAMPLE**

Makhuduthamaga Municipality  
Private Bag X 434  
Jane Furse  
1085

**FOR INFORMATION ONLY:**

This Guarantee is not to  
completed and signed by  
the Guarantor.

A separate form will be  
issued to the successful  
Tenderer

**Notes to Tenderer**

1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.
2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

**CONTRACT No.: LIM473/HLANIKAHLE /22/23**  
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The guarantee is issued on behalf of .....

Registration No .....

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract  
(hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the .....

(full name of guarantor) registration number .....

undertake to pay you such amounts as you may from time to time demand from us,  
immediately upon receipt of a written demand from you.



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- 1 Each demand shall be in writing and delivered to us at .....such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to.....  
(R.....) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at.....for ..... and ..... on ..... behalf  
of.....

on this the ..... day of ..... in the year .....

GUARANTOR: .....

AS WITNESS:

1..... 2.....  
.....

NAME(Print): ..... NAME(Print): .....

ADDRESS ..... ADDRESS .....

.....

.....

.....

.....

**C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT**

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm : .....
- Postal address : .....



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- Telephone no. : .....Fax no .....
- Contact person : .....
- VAT registration no. : .....
2. Type of firm (tick as appropriate)
- Partnership.....
  - One person business/sole trader.....
  - Close corporation: registration no.....
  - Date of registration.....
  - Company: registration no.....
  - Pty Ltd: registration no.....
3. Principal Business Activities : .....
4. Service/work to be performed on this contract: .....
5. Participation in this contract
- as a Sub-contractor Yes/No
  - in a Joint Venture Yes/No
  - with main contractor Yes/No
  - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS



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**Notes to tenderer:**

Under column 1 state the assignment or contract (eg. Contract XYZ0123):  
Construction of rural roads) and follow this with the work carried out (eg.  
construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main  
contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of  
the work carried out by you.

**8. Declaration**

I,  
.....  
..., being duly authorised to sign on behalf of the firm, affirm that the PDI equity  
in this business is as stated above and that the information furnished is true  
and correct.

Signature .....

Name (print).....

Date .....

Signed on behalf of (print name) .....

Address .....

.....





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Telephone no.....

Commissioner of Oath .....

Date .....

**Note: In the case of a Company a certificate of authority for signatory must be provided.**



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**EXAMPLE**

**C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT**

**CONTRACT NO.....**

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE YEAR 2022/23										
NAME OF COMPANY OR FIRMAND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMALE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Employer's Agent (EN)								



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		Admin (AD)								
		Others (o)								
									<b>TOTALS</b>	
									<b>GRAND TOTALS</b>	

**EXAMPLE**



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**C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT**

**CONTRACT NO.....**

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE YEAR 2022/23				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
TOTALS				

**EXAMPLE**

**C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT**



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**CONTRACT NO.....**

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE YEAR 2022/23										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN- HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
					START	FINISH	NAME	VENDOR NO.	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

**EXAMPLE**



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**C5.1.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT**

**CONTRACT NO.....**

REPORT ON ENTREPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE YEAR 2022/23										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE

EXAMPLE

**C5.1.7 FORM RDP 13(E) : EMPLOYER'S AGENTING TRAINING REPORT**



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**CONTRACT NO.....**

REPORT ON EMPLOYER'S AGENTING TRAINING ON THE ABOVE CONTRACT FOR THE YEAR 2022/23										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
<b>TOTAL</b>										
<b>TOTAL ALL TRAINEES</b>										

**EXAMPLE**



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**CONTRACT NO.....**

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE YEAR 2022/23						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

**CONTRACT NO.....**

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE YEAR 2022/23
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## REHABILITATION OF ACCESS ROAD AT HLALANIKAHLE

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**C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE  
INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC  
WORKS PROGRAMME (EPWP)**

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## **Foreword**

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction or projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and



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municipal officials. The National Department of Public Works is working with the Construction Education and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

The guidelines contain sections which should be copied into the relevant parts of the contract documentation for consulting Employer's Agents and contractors. These sections introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting Employer's Agents, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can be obtained on the enclosed CD ROM or downloaded from [www.publicworks.gov.za](http://www.publicworks.gov.za).

- Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes
- 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



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Notice N° R63 of 25 January 2002

- Government Gazette (DORA 2004 with MIG and PIG Conditions)
- Documents relating on the Labour-Intensive Contractor Learnership Programme



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## **Terminology**

**By hand:** refers to the use of tools which are manually operated and powered

**Form of contract:** refers to a document (conditions of contract) published by industry which establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

**Labour-intensive:** refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

**Public body:** refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

**Scope of work:** refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

## **Abbreviations**

<b>CETA:</b>	Construction Education and Training Authority
<b>CIDB:</b>	Construction Industry Development Board
<b>ECSA:</b>	Employer's Agenting Council of South Africa
<b>EPWP:</b>	Expanded Public Works Programme
<b>FIDIC:</b>	French acronym for the International Federation of Consulting Employer's Agents
<b>NEC:</b>	New Employer's Agenting Contract
<b>NQF:</b>	National Qualifications Framework
<b>SANS:</b>	South African National Standard
<b>SPWP:</b>	Special Public Works Programme



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## **1 INTRODUCTION**

Labour-intensive infrastructure projects under the EPWP include:

- using labour-intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour-intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, as it might require too many changes to existing designs or tender documentation. However, these guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code have been included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.

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## 2. RESPONSIBILITIES OF THE PUBLIC BODY

### 2.1 Selection of projects

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

- low-volume roads (typically less than 500 vehicles per day) and sidewalks;
- stormwater drainage; and
- trenching;

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour-Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour-intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix D).

As mentioned in section 1 of these guidelines above, these guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, to avoid reworking existing designs or tender documentation.

### 2.2 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

*10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*

*10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than*





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*the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*

*10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.*

**2.3 Appointment of consulting Employer's Agents and contractors**

The public body must ensure that:

- i) the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix D);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix D); and
- ii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix D).

As a concession up to 30 June 2007, persons identified in Appendix D who have not completed the requisite skills training need only to be registered on the relevant skills programmes.

**3 CONTRACT DOCUMENTATION FOR CONSULTING EMPLOYER'S AGENTS AND CONTRACTORS FOR LABOUR-INTENSIVE CONSTRUCTION PROJECTS**

**3.1 General**

All standard forms of contract applicable in South Africa (see Appendix C) may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend existing forms to implement labour-based works.

Requirements for labour-intensive works need, however, to be established in the scope of work / specifications / schedules / works information / scope of services / scope associated with a contract for both consultants and contractors.

Each standard form of contract uses different terms to describe the parties to the contract and to establish requirements for the works (see Appendix C). These guidelines use the terms employer and contractor for the parties engaged in construction works, client and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts. The terms used in the text in boxes may have to be adjusted to reflect the terms used in the particular standard form of contract.

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### 3.2 Contract Documentation for Consulting Employer's Agenting Services

The scope of work must establish the manner in which the consultant is to provide the consulting Employer's Agenting services associated with labour-intensive works.

**The following must be included in the scope of work in the contract of employment with a Consulting Employer's Agent:**

#### **General**

The services shall be provided in accordance with the provisions of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Employer's Agenting Professions Act published by the Employer's Agenting Council of South Africa in terms of Board Notice No 18 of 2003 in Government Gazette No 24938, 28 February 2003).

#### **Labour-intensive works**

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed, or, for the period 1 April 2004 to 30 July 2005, is not registered for training towards, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za, tel: 011-265 5900).
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed or, for the period 1 April 2004 to 30 July 2005, be registered for training towards, the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900).
3. The Consultant must provide the Client with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
4. The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the national Department of Public Works.
5. The Consultant shall for monitoring purposes, transmit to the Client data obtained from the contractor on the number of people employed, broken down into the amounts spent on women, youth, and persons with disability on the project, the number of person days of employment created and the number of days of formal training provided.
6. All services relating to the implementation of the works which are to be provided in terms of the Guidelines are normal services in terms of ECSA's Board Notice No 18

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- of 2003. Any changes in the design of the works to incorporate labour intensive works shall not constitute a change in scope or an additional service.
7. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
- a) whenever a payment certificate is presented to the Client for payment; and
  - b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

### **3.3 Contract Documentation for the Works**

#### **3.3.1 Conditions of tender**

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

**The following must be included in the tender data / conditions of tender in the contract with the Employer:**

##### **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.

##### **Information to be submitted with the tender**

The tenderer shall, when requested by the Employer to do so, submit 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.

#### **3.3.2 Conditions of contract**

As mentioned in 3.1, any standard form of contract for construction works may be used for labour-intensive projects (see Appendix C). These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (Employer's Agent / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

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**The following must be included in the contract data / special conditions of contract in the contract with the Employer:**

**Payment for the labour-intensive component of the works**

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

**Applicable labour laws**

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.

**1 Introduction**

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

1.2 In this document –

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

**2 Terms of Work**

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

**3 Normal Hours of Work**

- 3.1 An employer may not set tasks or hours of work that require a worker to work—
- (a) more than forty hours in any week
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

**4 Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**5 Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

**6 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

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**7 Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**8 Work on Sundays and Public Holidays**

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday

**9 Sick Leave**

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration

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and reason for incapacity.

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## **10 Maternity Leave**

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
  - (i) 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
  - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## **11 Family responsibility leave**

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
  - (i) the employee's spouse or life partner;



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- (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

**12 Statement of Conditions**

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

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

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

**13 Keeping Records**

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

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

**14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.



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- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

## **15 Deductions**

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

## **16 Health and Safety**

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16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**17 Compensation for Injuries and Diseases**

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

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

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

17.4 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.

**18 Termination**

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

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18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**19 Certificate of Service**

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

**3.3.3 Scope of work**

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.

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**The following wording, as appropriate, must be included in the scope of work in the contract with the contractor**

**DESCRIPTION OF THE WORKS**

**Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour-intensive methods Labour-intensive works.

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

**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 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 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 for the period 1 April 2004 to 30 June 2005 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	

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Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>
		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	
Site Agent/Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900)

**EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS**

**1.1 Requirements for the sourcing and engagement of labour.**

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

1.1.2 The rate of pay set for the SPWP is R ..... per task or per day.

*(Insert value determined by public body in terms of clause 2.2 of these Guidelines)*

1.1.3 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.

1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.5

1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;

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- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

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

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

## **1.2 Specific provisions pertaining to SANS 1914-5**

### **1.2.1 Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

### **1.2.3 Contract participation goals**

1.2.3.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.3.2 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.

### **1.2.4 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.

### **1.2.5 Variations to SANS 1914-5**

1.2.5.1 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.

1.2.5.2 The schedule referred to in 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.

## **1.3 Training of targeted labour**

1.3.1 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.

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1.3.2 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.

1.3.3 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.

1.3.4 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 1.3.3 above.

1.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4. must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

#### **GENERIC LABOUR-INTENSIVE SPECIFICATION**

**(This specification must be incorporated in the Scope of Works without amendment or modification. When SANS 1921-5, *Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand*, is published, the earthworks portions of this generic specification must be replaced with a reference to SANS 1921-5 and its associated specification data)**

##### **Scope**

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

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

##### **Precedence**

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

##### **Hand excavatable material**

Hand excavatable material is material:

- a) **granular materials:**
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

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- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

**b) cohesive materials:**

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

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

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

**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.



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Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

### **Trench excavation**

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

### **Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers a) to 90% Proctor density;

b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

### **Excavation**

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

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

### **Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

### **Shaping**

All shaping shall be undertaken by hand.



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**Loading**

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

**Haul**

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

**Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**Spreading**

All material shall be spread by hand.

**Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

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

Grout shall be mixed and placed by hand.

**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 handhold on them.



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### **3.3.4 Schedules of quantities**

Labour-intensive works must be highlighted in the schedules / bills of quantities for the payment items relating to labour-intensive works.

**The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules / bills of quantities in the contract with the contractor:**

1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

2 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The following payment items should be included in the bill of quantities:

Item	Description	Unit	Quantity	Rate	Amount
	Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
	Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	Sum	(insert provisional sum)		



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## **4 DESIGN CHECKLIST**

Cognisance of the following should be taken in the design of labour-intensive works:

1. Earthworks must be designed taking consideration of the method of construction, namely labour intensive.
2. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist Employer's Agenting input for example dewatering or specialist ground stabilisation.
3. During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
4. Drawings must be produced and presented in a clear, easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable with the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easy identification of surrounding features.
5. Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.
6. Where the haul distance is greater than 150m, and less than 5000m, the use of small volume local transport, particularly using animal-drawn vehicles should be considered.
7. Excavation in material which may constitute a safety hazard for workers must be excluded.
8. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg.
9. Hazardous material such as lime or harmful chemical stabilising agents must not be included in the Works.
10. Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion of pre-cast or cast in situ concrete stormwater structures.
11. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
12. Consideration must be given to alternative design of trenches for gravity pipelines to reduce depth of excavation.
13. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
14. There are appropriate designs for labour-intensive construction of low-cost surfacing for low-volume roads, such as the Cape Seal and interlocking concrete blocks.

**C5.3 TENDER DRAWINGS**

**[TO BE PROVIDED BY THE CONTRACTOR.]**

