



MAQUASSI HILLS LOCAL MUNICIPALITY
"Diamond of the Platinum Province"

BID NUMBER: MHLM/MIG/SCM/07/2023/24.

TENDER DOCUMENT

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

3CE or HIGHER

CLOSING OF BID: THURSDAY 16 November 2023 @12H00

TENDER SUBMITTED BY:

Name of Tendering Entity	
Contact Details of Tendering Entity	Tel. _____ Fax. _____ Cell _____
Tender Amount from Form of Offer	R_____ (incl VAT)
CIDB Grading & CRN No	

Issued by:

Maquassi Hills Local Municipality
19 Kruger Street
WOLMARANSTAD
2630
Tel: 018 596 1068
Fax: 018 596 1555

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MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

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PORTION 1: TENDER

Part T1: Tendering Procedures



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

TENDERING PROCEDURES

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PORTION 1: TENDER

Section T1.1: Tender Notice and Invitation to Tender

INVITATION TO A TENDER

TENDER NO	DESCRIPTION	BID DOCUMENT AVAILABLE FROM	NON-REFUNDABLE TENDER AMOUNT	EVALUATION CRITERIA	CIDB GRADING	CLOSING DATE & TIME	ENQUIRIES
TENDER NO: MHLM/MIG/SCM/07/20 23/2024	Construction of Outfall Sewer in Lebaleng Ext.6	Friday the 06 October 2023 Maquassi Hills SCU, 19 Kruger Street Wolmaransstad	R 1 500.00	80/20 Price – 80 Specific Goals - 20 Specific Goals Women = 05 Disability = 05 Youth = 05 Locality = 05	3CE or Higher	Thursday, 16 November 2023 @12h00	Mr N. Mwase 018 065 0010 Ms Rosina Kgobe 018 065 0010



- (a) Prospective Service Provider must be registered on the Central Supplier Database (Attach proof).
- (b) Joint Venture and Sub - Contractors must also be registered on the Central Supplier database (where applicable)
- (c) **Functionality of 70 points** must be scored to qualify for further evaluation.
- (d) **Returnable documents to be attached as outlined in the Tender document, Failure to attach will lead to the bid to be unsuccessful.**
- (e) **Tender document will be downloadable on the e-Tender website**
(<http://www.etenders.gov.za/content/advertised-tenders>)

Sealed tenders duly endorsed with the tender number and description must be deposited into the tender box in the Finance foyer of Maquassi Hills Local Municipality, Wolmaransstad, 19 Kruger Street. Maquassi Hills Local Municipality reserves the right not to accept the lowest or any tender.

MUNICIPAL MANAGER
PRIVATE BAG X3
WOLMARANSSTAD
2630

TEL 018 065 0010

N.J. MBONANI
MUNICIPAL MANAGER

Notice No:
05 October 2023



PORTION 1: TENDER

Section T1.2: Tender Data



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is Maquassi Hills Local Municipality.
1.2	<p>The tender documents issued by the employer comprise two volumes.</p> <p>Volume 1: Contract Document contains the parts and sections (contained in each part) as listed in the Contents List of Volume 1 bound in the front of this document.</p> <p>Volume 2: Book of Drawings contains the drawings listed in the Drawing Register bound in the front of that volume.</p>
1.3	<p>Replace the 2nd paragraph of the clause with the following:</p> <p>These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.</p>



1.4	<p>The Employer's agent is (also known as the Engineer):</p> <p>SOKIGA CONSULTING ENGINEERS</p> <p>35 MALPENSA STREET</p> <p>HIGHVELD, CENTURION</p> <p>0157</p> <p>Tel: (012) 686 9043</p> <p>Fax: (086) 600 8036</p> <p>e-mail: kagiso@sogika.co.za</p> <p>Attention: Mr Kagiso Mamorare</p>
2.1	<p>Only those tenderers who are registered with the CIDB at the time of closing of tenders, in a contractor grading designation equal to or higher than 3CE a contractor grading designation determined in accordance with the sum tendered for a CIDB rating of 3CE or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; The lead partner has a contractor grading designation in the construction works "Civil Engineering" (CE) class of construction work with a grading designation 3CE or higher 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 3CE or higher.
2.2	<p>Add the following to the clause:</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.3	<p>An official compulsory clarification meeting and site visit will not be held. Tenderers are encouraged to visit the Project Area on their own to familiarize themselves with the project</p>



	Tender documents will be made available on the 06 OCTOBER 2023 . Details relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Alternative offers will be considered, but only if the schedules are priced in full according to the project specifications and drawings.</p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	Replace the contents of the clause with the following:



	<p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in hardcopy by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
2.13.3	No copies of the tender offer are required.
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original tender offer where required in terms of 2.13.3.</p>
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>Tender box location : Maquassi Hills Local Municipality</p> <p>Physical Address : Municipal Building – Finance section 19 Kruger Street, Wolmaransstad 2630</p> <p>Identification details : Contract no: MHLM/MIG/SCM/07/2023/2024 CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.13.6	A two-envelope procedure will not be followed.
2.13.9	<p>Add the following to the clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p>



	<p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2 Form T2.2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the</p>
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	Tender Offer of the Tenderer scoring the highest number of tender evaluation points.
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Time: 16 NOVEMBER 2023 @12H00</p> <p>Location: Maquassi Hills Local Municipality Main Entrance Foyer 19 Kruger Street Wolmaransstad 2630</p>
2.16.1	The tender offer validity period is 90 days.
2.16.1	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p>



	Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.23	<p>The following certificates / information are to be provided with the tender offer. Failure to submit the listed returnable documents will result in tender being classified non-responsive.:</p> <ol style="list-style-type: none"> 1. Company Registration Document (CIPC) – certified 2. ID copies of the director(s) – certified 3. Copy of Letter of good standing (COIDA) – certified 4. Copy of SARS Tax Clearance Certificate (Valid, not Expired) – certified 5. Municipal Account or Lease Agreement <u>NOT</u> Proof of Residence (Company and Director(s)) 6. Copy of CIDB Registration Certificate – certified 7. Valid CSD Certificate 8. 3-year audited financial statements or Stamped Business Bank Statements for verification of turnover for the reflecting best annual turnover of R 1 million or R 100 000 worth of capital. 9. JV Agreement in case of bidders tendering as a Joint Venture (both Lead and JV Partner must furnish the Municipality with the above-mentioned documents where applicable)
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond, to a request for clarification received in accordance with clause 2.8, within 5 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.</p>
3.4	Tenders will be opened immediately after the closing time for tenders, at the same venue.



3.5	A two-envelope procedure will not be followed.
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>
3.9.3	<p>Replace the contents of the clause with the following:</p> <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made that particular tenderer.</p>
3.9.4	Delete this clause.
3.11	<p>Add the following new clause:</p> <p>Scoring preference</p> <p>Up to $(100-W_1)$ tender evaluation points (W_p) will be awarded to tenderers who complete the referencing schedule (bound into Section T2.2) and who are found to be eligible for the preference claimed. Refer to the Employer's Preferential Procurement Policy appended to this section as Annexure A.</p>
3.11.1	<p>Method 4 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers, where the value for W_1 is:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000; or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000.</p>
3.11.7	The financial offer will be scored in terms of Formula 2 Option 1 of the Standard Conditions of Tender (Section T1.3 of the document).
3.12	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>



3.13.1	A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
3.14	Replace the contents of the clause with the following: Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.
3.18	The successful tenderer shall receive one copy of the signed contract.

END OF SECTION



PORTION 1: TENDER

Section T1.3: Standard Conditions of Tender



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

STANDARD CONDITIONS OF TENDER

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These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009).

END OF SECTION



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

- 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 Section 2 and Section 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 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.



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.

1.2 Tender Documents

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

1.3 Interpretation

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.

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

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

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.

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

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



1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 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.

1.6.2 Competitive negotiation procedure

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 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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 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.

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.

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



1.6.3 Proposal procedure using the two stage-system

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.

1.6.3.2 Option 2

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.

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.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

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

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.



2.2 Cost of tendering

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

2.3 Check documents

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

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.

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.

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.

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.



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.

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.

2.10 Pricing the tender offer

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

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.



2.12 Alternative tender offers

- 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.
- 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.

2.13 Submitting a tender offer

- 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.
- 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.
- 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.
- 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.
- 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.



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

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 forms required, may be regarded by the employer as non-responsive.

2.15 Closing time

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



2.16 Tender offer validity

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

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 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.

2.18 Provide other material

- 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), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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.

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.

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.

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.

2.23 Certificates

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



3. THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

- 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.
- 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.

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 five 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.



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.

3.4 Opening of tender submissions

- 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.
- 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 for the main tender offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request.

3.5 Two-envelope system

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



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.

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.

3.8 Test for responsiveness

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.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or



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

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

3.9 Arithmetical errors, omissions and discrepancies

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.

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 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
 - ii) and a quantity in bills of quantities or schedules of prices; or
 - iii) the summation of the prices.

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.

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, 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.

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.

3.11 Evaluation of tender offers

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.

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, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

3.11.3 Method 2: Financial offer and preference In the case of a financial offer and preferences:

Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.

Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

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

- a) Rank tender offers from the highest number of tender evaluation points to the lowest.
- b) 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.
- c) 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



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 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

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

- a) Rank tender offers from the highest number of tender evaluation points to the lowest.
- b) 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.
- c) 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.



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 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_p + N_q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_p is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8; and

N_q is the number of tender evaluation points awarded for quality offered in accordance with 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.



3.11.6 Decimal places

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

3.11.7 Scoring Financial Offers

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

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

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer; and

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data; and

A is the number calculated using the formula and option described in table 1 as stated in the tender data.

Table 1 – Formula for calculating the value of A^a

Formula	Basis for comparison	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m
2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	P_m/P
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			



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.

3.11.9 Scoring quality

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

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

$$N_Q = W_2 \times S_o / M_s$$

where:

- S_o is the score for quality allocated to the submission under consideration; and
- M_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

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.



3.13 Acceptance of tender offer

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

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

3.14 Prepare contract documents

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:

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



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

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.

3.16 Notice to unsuccessful tenderers

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.

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.

3.17 Provide copies of the contracts

3.17.1 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.

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 offender, 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



PORTION 1: TENDER

Part T2 : Returnable Documents



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

RETURNABLE DOCUMENTS

INDEX

Section	Description	Page No
PART T2.1	LIST OF RETURNABLE DOCUMENTS	T2.1-1
PART T2.2	RETURNABLE SCHEDULES	T2.2.i

END OF SECTION



PORTION 1: TENDER

Section T2.1 : List of returnable documents



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024
CIVIL WORKS

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders:
 - a. Company Registration Document (CIPC) – certified
 - b. Copies of directors ID – certified
 - c. SARS Tax Clearance Certificate (Valid, not Expired) – certified
 - d. Workmen's Compensation Certificate – certified
 - e. Municipal Account or Lease Agreement **NOT** Proof of Residence (Company and Director)
 - f. CIDB Registration Certificate – certified
 - g. Valid CSD certificate
 - h. Audited Financial statements.
 - i. JV Agreement where applicable
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.
3. Failure on the part of the Tenderer to submit with their tender offer any one of the documents listed in Item No. 1 above or to complete any of the returnable schedules included in Section T2.2, will result in the tender being classified non-responsive and shall be eliminated from further consideration.

END OF SECTION



PORTION 1: TENDER

Section T2.2 : Returnable schedules



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

RETURNABLE SCHEDULES

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FORM T2.2.1 - ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page and Clause/Item	Alteration / Amendment

SIGNED ON BEHALF OF TENDERER	DATE:



FORM T2.2.2 – DECLARATION OF INTEREST

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state? ¹ **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....



3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars.

.....

.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....



CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

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

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

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

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

(f) an employee of Parliament or a provincial legislature



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years.

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Work	Value of Construction Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			

- Four (4) certified copies of recommendation letters from previous Employers on their letterheads should be attached regarding previous work done in order to qualify for points.



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED (continued)

The following information must be contained in each recommendation letter for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed
- VI. Reasons why Contractual Construction Period were exceeded if applicable.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.4 - PRESENT COMMITMENTS

Employer	Engineer	Nature of Works	Value of Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No			

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.5 - SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Accredited Qualifications	Service (Years)	Name of Project And year executed	Value of Works Rm	Position Occupied
Contracts Manager							
Contractor's Site Agent (1)							
Contractor's Site Agent (2)							
Contractor's Foremen							
Construction Health and Safety Officer							

Specific knowledge: Names of various employees occupying the positions above must be stated, CVS and certified copies of qualifications must be attached in order to qualify for points

Construction Team Key Personnel

- I. Safety Officer with First Aid plus OHSA (Construction Regulations) qualification
- II. 1 x Site Agent has NQF5 qualification/National Diploma (Technical)

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.6 - LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities :

- a) Supervision;
- b) maintaining discipline;
- c) ensuring safety on the workplace;
- d) being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities :

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) giving out work to other employees under his control and supervision;
- c) ensuring safety on the workplace;
- d) maintaining discipline; and



- e) being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities :

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;
- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee



An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.



FORM T2.2.6 – LABOUR UTILISATION - MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/ Store man		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

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SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.7 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? If yes, provide a copy. **YES / NO**
How is this policy communicated to all employees?

4. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**
If yes, what records are kept?

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV - (Attach) **YES / NO**

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

8. Does the Contractor have a safety induction training program in place? If yes, provide a copy. **YES / NO**

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.8 - PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract :

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be hired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc.

- Proof must be provided that equipment is owned by the company.
- Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant.

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SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.9 - SUB-CONTRACTORS

The tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

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SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.10 - SITE INSPECTION CERTIFICATE –(*Not applicable for this Tender*)

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

SIGNATURE OF TENDERER	DATE:

SITE VISIT

This will certify that _____

representing _____

attended a Site Inspection for this Contract on _____20_____

FOR THE ENGINEER	DATE:



FORM T2.2.11 - AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by :*(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- * a notarially certified copy of the original document under which the joint venture was constituted; and
- * certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

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SIGNATURE OF TENDERER

DATE:



FORM T2.2.13 – TAX CLEARANCE CERTIFICATE

An original valid Tax Clearance Certificate OR Tax Pin from the South African Revenue Services (SARS) shall be attached to this Schedule

Each party to a Joint Venture shall submit a separate Tax Clearance Certificate.

SIGNATURE OF TENDERER	DATE:



Points awarded for Specific goals, in terms of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific goals in accordance with the table below:

Specific Goals	Points
Women	5
Disability	5
Youth	5
Locality	5

The Service Provider must provide proof that they satisfy the above stated criteria to be able to claim points as reflected in the table above.



**FORM T2.2.14 – CONTRACTOR'S CONSTRUCTION REGISTERS SERVICE NUMBER FOR
CIDB GRADING**

CONTRACTOR'S CRS NUMBER

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SIGNATURE OF TENDERER

DATE:



FORM T2.2.15 – CONTRACTOR'S BANKING DETAILS

CONTRACTOR'S BANK RATING

The bidder to provide: Account Number, Name of Bank and branch code

Name of Bank:	
Account Name:	
Account Number:	
Branch Code :	

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SIGNATURE OF TENDERER

DATE:



FORM T2.2.16 – DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (No. 56 of 2003)

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audialteramparterm</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER

***where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule.**



FORM T2.2.17 –CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the Municipal's Supply Chain Management Policy, Sections 51.1 and 111.2

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

NAME OF THE BIDDER:

BIDDER POSTAL ADDRESS:

.....

FURTHER DETAILS OF THE BIDDER(S); Director / Shareholder / Partners, etc:

Directors /Shareholder/Partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach Certified copy(ies) of ID document(s)

I, _____, the undersigned,
 (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have 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.

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SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

(i) For office use (comments): Telephone relevant Local Municipality

.....

NB: Bidders to furnish proof of payment of Municipal Services and any other Contract with Landlord / Home Owner, or letter from Tribal Authority.



FORM T2.2.18 –AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO:	THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY
FROM:	

(NAME OF BIDDER / TENDERER)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Section 51.1:

"The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:
51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ..."

I, THE UNDERSIGNED, _____,
(FULL NAME IN BLOCK LETTERS)

hereby authorise the MAQUASSI HILLS LOCAL MUNICIPALITY to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due from MAQUASSI HILLS LOCAL MUNICIPALITY or any Local Municipality within the District.

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

SIGNED ON BEHALF OF TENDERER / BIDDER	DATE:

in the presence of the subscribing witnesses.

AS WITNESSES:

SIGNATURE WITNESS 1	NAME IN BLOCK LETTERS
SIGNATURE WITNESS 2	NAME IN BLOCK LETTERS



FORM T2.2.19 – 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 or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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SIGNED ON BEHALF OF TENDERER

DATE:

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POSITION

NAME OF BIDDER



FORM T2.2.20 - QUALITY CRITERIA AND POINTS CLAIMED

The bidder shall complete all the sections in this Form. Functionality shall be scored as indicated in paragraph F.3.11 of the Bid Data and the sections below.

Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification). If the Letter of Appointment is from the main Contractor, then a copy of the Letter of Appointment stamped by the Client must be attached. – 35 points	At least Five (5) completed (Installation of outfall sewer pipes) in the past 5 years	35	Letter of Appointment and Completion Certificate
	Four (4) completed ((Installation of outfall sewer pipes) in the past 5 years.	20	Letter of Appointment and Completion Certificate
	Three (3) completed (Installation of outfall sewer pipes) in the past 5 years.	15	Letter of Appointment and Completion Certificate
	At least two (2) completed (Installation of outfall sewer pipes) in the past 5 years.	10	Letter of Appointment and Completion Certificate
	Less than 2 projects completed	0	Letter of Appointment and Completion Certificate
Qualifications and experience of a site agent (15)	NQF Level 7 or Higher in Civil Engineering and at least 5 years' experience in Installation of outfall sewer pipes	15	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil Engineering with SACPCMP and at least 5 years' experience in Installation of outfall sewer pipes	10	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil Engineering with less than five (5) years' experience in Installation of outfall sewer pipes	5	CV with Certified Copy of Qualifications to be attached



Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of foreman (10)	5 or more years' experience in installation of outfall sewers	10	Curriculum Vitae to be attached
	3 to 4 years experience in installation of outfall sewers	5	Curriculum Vitae to be attached
	Less than 3 years' experience in installation of outfall sewers	3	Curriculum Vitae to be attached
	No submission	0	None
Locality of Bidder or Joint Venture (15)	Within Maquassi Hills Local Municipality	15	Municipal account of not more than three Months old
	Within District Municipality	12	Municipal account of not more than three Months old
	Within Province	8	Municipal account of not more than three Months old
	Outside Province	5	Municipal account of not more than three Months old
Plant and Equipment (relevant to the tendered project). Relevant ownership document copies are to be included in this tender for verification purposes (25)	Tenderer Own All Plant required for All roads construction projects: 1. TLB – 4 points 2. Excavator – 4 points 3. Tipper Trucks x 3 – 6 points 4. Water Tanker – 2 points 5. Pedesrtian Roller – 2 points 6. LDV – 1 point	19	Certified Copies of Plant Ownership documents to be attached
	For ownership, please score extra 1 point per Plant type	6	Certified Copies of Plant Ownership documents to be attached
	For hired Plant score 2 points for submission of the letter.	2	Letter of intent to supply with Plant.

NB: The Threshold for qualifying into the next stage is minimum 70 points.



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SIGNATURE OF TENDERER

DATE:

END OF SECTION



MBD 3.1

PRICING SCHEDULE – FIRM PRICES

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
.....
- Brand and Model
- Country of Origin
.....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

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



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

*Delete if not applicable

PART B

1. BID SUBMISSION:

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		YES	NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	<input type="checkbox"/>	<input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	<input type="checkbox"/>	<input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/>	<input type="checkbox"/>
YES	NO		
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			
YES	NO		



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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



**DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

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

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



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



CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
SIGNATURE

.....
DATE

.....
NAME OF BIDDER

.....
POSITION



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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



1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\frac{80/20}{Pt - P_{min}} \text{ or } \frac{90/10}{Pt - P_{min}} \\ Ps = 80 (1 - \frac{Pt - P_{min}}{P_{min}}) \text{ or } Ps = 90 (1 - \frac{Pt - P_{min}}{P_{min}})$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\frac{80/20}{Pt - P_{max}} \text{ or } \frac{90/10}{Pt - P_{max}} \\ Ps = 80 (1 + \frac{Pt - P_{max}}{P_{max}}) \text{ or } Ps = 90 (1 + \frac{Pt - P_{max}}{P_{max}})$$



P max *Pmax*

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Female		5		
Youth		5		
Disability		5		
locally		5		



Non-Compliant Contributor		0		
---------------------------	--	---	--	--

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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



SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

1.Points awarded for Specific Goals

1.1

Specific Goals	Number of points (80/20 system)
Female	5
Youth	5
Disability	5
Locally	5
Non-compliant contributor	0



MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES

1.
2.
DATE:



MBD 7.1
CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

1. ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	1. BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT) _____

SIGNATURE_____

OFFICIAL STAMP

WITNESSES

1. _____

2.

DATE



MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY SIGNATURE
NAME OF FIRM
DATE

WITNESSE

S1

2.....



MBD 7.2

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT) _____

SIGNATURE OFFICIAL STAMP.....

WITNESSES

1 _____

2 _____



PORTION 2: CONTRACT

Part C1 : Agreements and Contract Data



MAQUASSI HILLS LOCAL MUNICIPALITY
CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
PART C1.1	FORMS OF OFFER AND ACCEPTANCE.....	C1.1-1
PART C1.2	CONTRACT DATA	C1.2-1
	Annexure A: Form of Guarantee	

END OF SECTION



PORTION 2: CONTRACT

Section C1.1 : Form of Offer and Acceptance



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

FORM OF OFFER AND ACCEPTANCE

OFFER

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

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6 .

The Tenderer, identified in the Offer signature block below, 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 authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....

..... (in words); R(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.



	(1)	(2)
Signatures	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
for the Tenderer	_____	
	(Name and address of organisation)	
Name & signature	_____	
of witness	_____	Date _____

Notes:

- The above to be completed by the **Tenderer**.
- Should the tenderer be a joint venture, the signatures of both parties are required)



- **ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 duly 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 of 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.

Signatures

Name(s)

Capacity

for the Employer

(Name and address of organisation)

**Name & signature
of witness**

Date



SCHEDULE OF DEVIATIONS

Notes :

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. **Subject**

Details

2. **Subject**

Details

3. **Subject**

Details

4. **Subject**

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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 change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.



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

FOR THE TENDERER:

Signatures _____

Name(s) _____

Capacity _____

for the Tenderer _____

(Name and address of organisation)

Name & signature of witness _____ **Date** _____

FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

(Name and address of organisation)

Name & signature of witness _____ **Date** _____

END OF SECTION



MAQUASSI HILLS LOCAL MUNICIPALITY

**TENDER NO: MHLM/MIG/SCM/07/2023/2024
CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6**

C1.2.2: SPECIAL CONDITIONS OF CONTRACT



MAQUASSI HILLS LOCAL MUNICIPALITY
TENDER NO: MHLM/MIG/SCM/07/2023/2024
CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

C1.2.2: SPECIAL CONDITIONS OF CONTRACT

C1.2.2: DATA PROVIDED BY THE EMPLOYER AND AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

	CLAUSE	
Subcontracting	1.1.1.12	If the successful contractor is not from within Maquassi Hills Local Municipality jurisdiction, the Contractor is obliged to subcontract a portion of the works where feasible to local SMMEs.
Defects Liability Period	1.1.1.13	12 months
Name of Employer	1.1.1.15	MAQUASSI HILLS LOCAL MUNICIPALITY
Name of the Engineer	1.1.1.16	Sogika Consulting Engineers
Contractor	1.1.1.9Name:Address:Contact:
Contract sum	1.1.1.10	"Contract sum" means the Price tendered by the Contractor and accepted by MAQUASSI HILLS LOCAL MUNICIPALITY and arithmetic errors has been corrected.
Commencement	1.1.5	"Commencement Date" means the date of receipt by the Contractor of the following whichever date of receipt is the earliest: 1. Letter of appointment 2. Handover of site 3. Order to commence "Commencement of Work" will only take place once the following documentation was submitted to the office of the Consulting Engineer" 1. Letter of acceptance 2. Original Construction Guarantee 3. Letters of Appointment of Site Agent and OHS Person 4. Registration of Project at Department of Labour 5. Original Tax Clearance PIN 6. Letter of Good standing – Workman's compensation
Director: Technical Services	1.2.1.2	19 Kruger Street, Wolmaransstad, 2630 Private Bag X3, Wolmaransstad, 2630 Tel: 018 065 0010 Fax: 018 596 1555 Email: <u>mwasenel@gmail.com</u>
Address of Engineer	1.2.1.2	35 Malpensa Street Highveld, Centurion ,0157 Tel : (012) 686 9043 E-mail : <u>admin@sogika.co.za</u>
Year end break	1.6	If applicable during the duration of the construction period.
Workmen's Compensation	4.3	The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.
Labour costs	4.3	The minimum statutory labour rates as set by the Department of Labour for the area where the site is located must be adhered to by the contractor or as per MAQUASSI HILLS LOCAL MUNICIPALITY

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



Cession Subcontractors and Material Suppliers	4.4	<p>Add the following to the Clause:</p> <p>The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue installment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>The Retention money due to the Contractor will not be payable to the contractor until all works are completed as per GCC2015 and will only be paid to the Contractor once all cession suppliers and subcontractors and any other payments due has been paid in full.</p>
Patent Rights	4.6	<p>The following Sub clause is added to Clause 4.6:</p> <p>"The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."</p>
Contractor's Employees	4.10 4.10	<p>Add the following to Clause"</p> <p>The Contractor is to utilize labour where possible (Refer to Project Specifications)</p> <p>Add the following :</p> <p>"The Contractor is responsible for the behavior and performance of his own and his Sub-contractor's personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangement to prevent unlawful or inappropriate behavior, and shall indemnify the Employer and the Engineer against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor's or his Sub-contractor's personnel."</p>
Community Liaison Officer (CLO)	4.10 4.8.1.2	<p>Municipality shall nominate the CLO from a particular ward (from the Project Area) and the CLO will be appointed and paid by the Contractor. on a monthly basis. In the event of different contractors appointed for different works, it is possible to appoint more than one CLO where it is deemed practical to do so by the employer. The CLO will be responsible for liaison between the contractor and community, with regard to labour, access, safety, etc.</p>



Contractor's Employees	4.10 4.8.1.2	<p>It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour. All work specified in Schedule of Quantities and Project Specifications except excavations in hard rock and not pickable material must be done utilizing labour based construction methods.</p> <p>The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under the clause.</p> <p>Add the following to the clause: "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.</p> <p>The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take reasonable steps to ensure that nominated labour is provided with two days formal training for every 30 days worked.</p> <p>Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate."</p> <p>All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e team leaders and safety officer and Project Managers NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Engineer/Project Manage.</p>
Contractor's Obligations	4.12	<p>Add to the clause: "All cost in complying with the provision of complying with Clause 4.8; 4.9; 4.10 and 4.11 shall be allowed for the rates tendered"</p>
Contractor's superintendence	4.12	<p>Add the following new clause: "The Contractor or his representative shall attend al site meeting with the Employer and/ or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the Following additional Clause 22.2: "The Tenderer is to fill in the names of the site agent and foreman in the space provided in T2.2.12</p>



Commencement of works	5.3	<p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site handover) the Engineer shall deliver to the contractor 3 copies of the drawings. A copy of the signed contract document will be prepared after signing of the contract.</p> <p>Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer:</p> <ol style="list-style-type: none"> 1. Letter of Acceptance 2. Construction/Performance Guarantee 3. Health & Safety File 4. Letter of Appointment of OHS Rep or Officer 5. Letter of Good Standing Workman's Compensation 6. Prove of submission of Registration of Project at Dept of Labour.
Programme of Works	5.6	Within 14 days of Commencement Date
Special Non-Working days	5.8.1	All Public Holidays, weekends and the Christmas shutdown



Extension of time for completion	5.12	<p>In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor.</p> <p>No Extension of time for completion will be granted on accounts of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula:</p> $V = \frac{Rw - Rn}{(Nw - Nn) + X}$ <p>The symbols shall have the following meanings:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded.</p> <p>Nn = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month</p> <p>Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.</p> <p>Rw = Actual Rainfall in mm for the calendar month under consideration.</p> <p>X = 10</p> <p>Y = 10</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of the monthly total s for the period of construction, but if the grand total is negative, the time for completion shall not be reduced due to abnormal low rainfall. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations form the average number of days during which rainfall exceeds Ymm.</p> <p>Rw - Rn</p> <p>The factor ----- shall be considered to represent X</p> <p>a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which should be treated separately as far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Engineer and the Contractor may attend this readings and shall at his own expense take all necessary precautions to ensure that the rain gauge be interfered with by unauthorized persons.</p>
----------------------------------	------	---



Penalty for Delay	5.13	R10 000.00 per calendar day
Time for Completion	5.14 weeks from commencement date
Completion, Approval Certificates and Defects Liability Period	5.14	Add the following to this Clause: ".....and a land surveyor's certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable"
Defects liability period	5.14.5.2	Add to Sub-Clause 5.14.5.2: "In the event of the Contractor not completing all the outstanding work within the period specified by the Engineer in terms of Clause 7.8, the Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Engineer. The full retention application to the Period of Maintenance shall apply such extension."
Guarantee Sum	6.2	10% of total contract amount including Contingencies, VAT for the full construction period.
Duration of Guarantee	6.2.3	Until issue of Certificate of Completion
Amendments to Schedule of Quantities	6.3	The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under "Preliminary and General" will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable. The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.
Variations	6.4	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term "similar conditions" in determining rates.
Daywork percentages	6.5.1.1	As tendered in Schedule of Quantities
Scheduled of Quantities – Estimated quantities	6.7	Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site. Add to clause: "An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.



Contract Price Adjustment	6.8.2	<p>The following values for the different factors are to be used as per SAFCEC guidelines:</p> <p>X = 0.10</p> <p>Concrete works (Reservoirs and other General Civil Engineering Works)</p> <p>aLt (Labour) = 0.25</p> <p>bPt (Plant) = 0.15</p> <p>cMt (Material) = 0.55</p> <p>dFt (Fuel) = 0.10</p> <p>The different values for the calculation of the price adjustment factor shall be for the Gauteng Province and the Diesel index shall be for the Witwatersrand area.</p> <p>The coefficient for fuel may need to be revised from time to time, as it has a tendency to increase out of proportion to the other factors in the CPA formula.</p>
Contract Price Adjustment Schedule	6.8.2	Not Applicable
Site materials	6.8.3	Applicable to this contract
Vesting of Materials	6.9	<p>Add to Sub-Clause 6.9.1.2</p> <p>"The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property.</p>
Valuation of material brought onto site	6.10	<p>Add to Clause 6.10.1.5:</p> <p>"Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed are owned by the Contractor, accompanied by proof of ownership (invoice; delivery note and receipt). The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract"</p>
Delivery of Contractors Statement	6.10.1	Monthly
Delivery of payment certificate by Engineer to Employer	6.10.1	7 days
Materials on Site	6.10.1.5	80%
Retention Money	6.10.3	No interest will be paid on retention money.
Retention Guarantee	6.10.3	A Retention Guarantee is acceptable.
Limit of retention money	6.10.3	10% Retention deducted up to a limit of 5% of the Contract Value
After receipt by Engineer of Contractor's statement, Employer to pay Contractor within	6.10.4	28 days
Variation exceeding 15 per cent	6.11	*Change "15" per cent" whatever it appears in the margin or in the text to "20 per cent"
Defects Liability Period	6.14.5.2	12 Months

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Preferred method for determination of disputes	10.7	Arbitration
Access to the site	11	Add the following: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners of tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.
Programme to be furnished within	12.2	14 Days after the issuing of the Letter of Acceptance.



PORTION 2: CONTRACT

Section C1.2 : Contract Data



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract 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 or www.saice.org.za.

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 2nd Edition (2010), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.



Clause	Contract Data
1.1.1.13	Add the following to the end of this definition: The Defects Liability Period is 12 months.
1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving practical completion is 4 Months.
1.1.1.15	The Employer is Maquassi Hills Local Municipality.
1.1.1.16	The Engineer means Sogika Consulting Engineers or any representative nominated by the Company
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is: MAQUASSI HILLS LOCAL MUNICIPALITY Municipal Buildings 19 Kruger Street Wolmaransstad 2630 Tel: 018 596 1068 Fax: 018 596 1555 The address and telephone number of the Engineer is:



Clause	Contract Data
	<p>SOGIKA CONSULTING ENGINEERS 35 Malpensa Street HIGHVELD, CENTURION 0157 Tel: (012) 686 9043 Fax: (086) 600 8036</p>
1.3.6	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.1.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p>



Clause	Contract Data
	<p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>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 No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.3.4	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan that complies with Health and Safety Specification provided by the Municipality.</p>



Clause	Contract Data
	<p>The Contractor shall submit an approved Health and Safety Plan to the Engineer <u>within 14 days</u> from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.7	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>



Clause	Contract Data
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required <u>before commencement with Works Execution</u> are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.</p>
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays which commencing on 16 December and ending 5 January.</p>



Clause	Contract Data
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n) / 20$ <p>Where:</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R_w = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each</p>



Clause	Contract Data																																										
	<p>measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>The rainfall records applicable to this Contract are those recorded at NORTH WEST and shall be those used for calculating the extension of time for completion on account of abnormal rainfall. The following values of N_n and R_n shall apply:</p> <table><tr><th>Month</th><th>R_n (mm)</th><th>N_n(days)</th></tr><tr><td>January</td><td>103,8</td><td>4</td></tr><tr><td>February</td><td>93,0</td><td>3</td></tr><tr><td>March</td><td>78,1</td><td>3</td></tr><tr><td>April</td><td>43,1</td><td>1</td></tr><tr><td>May</td><td>18,1</td><td>1</td></tr><tr><td>June</td><td>7,6</td><td>0</td></tr><tr><td>July</td><td>7,0</td><td>0</td></tr><tr><td>August</td><td>8,3</td><td>0</td></tr><tr><td>September</td><td>17,9</td><td>1</td></tr><tr><td>October</td><td>49,4</td><td>2</td></tr><tr><td>November</td><td>80,7</td><td>3</td></tr><tr><td>December</td><td>99,8</td><td>3</td></tr><tr><td>Total</td><td>607,0</td><td>21</td></tr></table>	Month	R_n (mm)	N_n (days)	January	103,8	4	February	93,0	3	March	78,1	3	April	43,1	1	May	18,1	1	June	7,6	0	July	7,0	0	August	8,3	0	September	17,9	1	October	49,4	2	November	80,7	3	December	99,8	3	Total	607,0	21
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Total	607,0	21																																									
5.13.1	The penalty for failing to complete the Works by Contractual Completion date, is R2 500/day for projects below R 5 million																																										
5.13.3	<p>Add the following new Clause.</p> <p>The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.</p>																																										



Clause	Contract Data
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> • fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	<p>The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 5.16.1.</p>
6.1.1	<p>Add the following to the clause:</p> <p>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.</p>



Clause	Contract Data
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) is appended to the Contract Data as Annexure A.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p>
6.8.3	Price Adjustments for variations in the cost of special materials is not allowed.
6.8.4	In line 6 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.



CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.	The application of a Contract Price Adjustment factor is permitted on this Contract, and indices from SAFCEC will be utilised.



Part 2: Data provided by the Contractor

Clause	Contract Data						
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/> <hr/>						
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/> <hr/>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum (Incl. VAT).		Performance guarantee of 10 % of the Contract Sum (Incl. VAT).	
Type of Security	Contractor's choice. Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Sum (Incl. VAT).							
Performance guarantee of 10 % of the Contract Sum (Incl. VAT).							

END OF SECTION



PORTION 2: CONTRACT

Part C1.2 : Contract Data

Annexure A: Form of Guarantee



(To be supplied on the official letterhead of "The Bank/Company")

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor"	
means:
Physical address:
"Employer"	
means:	MAQUASSI HILLS LOCAL MUNICIPALITY
"Contractor"	
means:
"Engineer" means:	SOGIKA CONSULTING ENGINEERS
"Works" means:	Contract No : MHLM/MIG/SCM/07/2023/2024
"Site" means:	CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6
"Contract"	
means:	The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
"Contract Sum"	
means:	The accepted amount inclusive of VAT of R.....
Amount in words:
"Guaranteed Sum" means:	The maximum aggregate amount of R (Amount to be equal to 10% of the Contract Amount at the time that the Agreement comes into effect).
Amount in words:
"Expiry Date"	
means:	14 Days after receipt of Certificate of Completion.



CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 2.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 2.2 its obligation under this performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days



has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculate from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 and 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.



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

Signed on this _____ day of _____ 20____ at _____ (place)

GUARANTOR'S SIGNATORY

--	--

SIGNATURE GUARANTOR 1

NAME IN BLOCK LETTERS

--	--

CAPACITY GUARANTOR 1

SIGNED AT PLACE



--	--

SIGNATURE GUARANTOR 2

NAME IN BLOCK LETTERS

--	--

CAPACITY GUARANTOR 2

SIGNED AT PLACE

AS WITNESS

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SIGNATURE WITNESS 1

NAME IN BLOCK LETTERS

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SIGNATURE WITNESS 2

NAME IN BLOCK LETTERS

SIGNED AT PLACE

DATE

END OF SECTION



PORTION 2: CONTRACT
Part C2 : Pricing Data



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

PRICING DATA

INDEX

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2.	Pay Items	C2.1-2
3.	Quantities	C2.1-3
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PART C2.2	BILL OF QUANTITIES	C2.2-i
PART C2.3	SUMMARY OF SCHEDULE OF QUANTITIES	C2.3-i
1.	Summary of Schedule of Quantities	C2.3-1

END OF SECTION



PORTION 2: CONTRACT

Section C2.1 : Pricing Instructions



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the bill of quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The bill of quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

- Unit : The unit of measurement for each item of work in terms of the Scope of Work.
- Quantity : The number of units for each item.
- Rate : The payment per unit of work at 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 extend of which is described in (L.Sum) the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.



2. PAY ITEMS

The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction (SABS 1200) is applicable, subject to the variations and amendments contained in section C3.4.2.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
kPa	=	kilopascal	wt	=	wall thickness
			dia	=	diameter

3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.



- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, 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 be actually required.
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.



- 4.6 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.
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.

END OF SECTION



PORTION 2: CONTRACT

Section C2.2 : Bill of Quantities



PORTION 2: CONTRACT

Section C2.3 : Summary of Bill of Quantities



MAQUASSI HILLS LOCAL MUNICIPALITY
CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS
SUMMARY OF SCHEDULES



PORTION 2: CONTRACT

Part C3 : Scope of Works



MAQUASSI HILLS LOCAL MUNICIPALITY
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CIVIL WORKS
SCOPE OF WORKS

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PORTION 2: CONTRACT

Section C3.1 : Description of the Works



MAQUASSI HILLS LOCAL MUNICIPALITY

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CIVIL WORKS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employers Objectives

The Employer's objectives are to provide a gravity sewer line connecting Lebaleng Extension 6 sewer outlet to the existing outfall in Makwassie town.

It is crucial that the works in this contract are to be executed within the applicable timeframes. Furthermore, it is vital that during construction, local residents are identified and form part of construction. The work as described in this section must be executed in accordance with the general and particular specifications, which forms part of the agreement.

C3.1.2 Overview of the Works

The Employer's requirements pertaining to the Works are as follows:

- i. Excavation of Trenches approximately 4 metres deep in unstable material
- ii. Shoring of deep excavations
- iii. Installation of 200m of 250mmø uPVC sewer pipe
- iv. Backfilling of the trenches after laying the pipes
- v. Construction of 2 precast concrete manholes
- vi. Clearing and reinstatement of area prior to de establishment
- vii. Constant De watering of the work area
- viii. Monitoring of the Occupational Health and Safety of the employees as per the Specifications

C3.1.3 Requirements

Site preparation

The site needs to be cleaned before the start of any excavations for the pipeline (Site clearance and grubbing of any material that might be obstructing the works).

Area where material will be stored must be arranged before the actual works can start to ensure smooth running of the project. And all information or other requirements of the project must be in place preparing the start of the project.

C3.1.4 Location of the Works

The project is located in Maquassi Hills Local Municipality in the Northwest Province. **See Locality Map Attached.**

Start -: 27°19'9.46"S
25°59'15.26"E

End -: 27°19'19.07"S
25°59'40.72"E



Figure 1 Proposed Sewer Line



END OF SECTION



PORTION 2: CONTRACT

Section C3.2 : Engineering



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CIVIL WORKS

C3.2 ENGINEERING

C3.2.1 Employer's Design

The permanent works included in this contract has been designed by the Engineers on behalf of Maquassi Hills Local Municipality. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in the Contract Data.

C3.2.2 Drawings

Drawings are bound in Volume 2 – Book of Drawings. A drawing list is included in Volume 2.

END OF SECTION



PORTION 2: CONTRACT

Section C3.3 : Procurement



MAQUASSI HILLS LOCAL MUNICIPALITY

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CIVIL WORKS

C3.3 PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

END OF SECTION



PORTION 2: CONTRACT

Section C3.4 : Construction



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Section C3.4.1	Standard Specifications..... C3.4.1-1

END OF SECTION



PORTION 2: CONTRACT

Section C3.4.1 Standard Specifications



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CIVIL WORKS

C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction (SABS 1200). (Note: "SABS has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2001 amongst other specifications).

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001. The applicable SABS 1200 Standardised Specification for this Contract shall be the following:

- A - General
- B - Engineers office
- C - Site clearance
- D - Earthworks (Pipe Trenches)
- E - Medium Pressure Pipelines

PORTION 2: CONTRACT
Section C3.4.2
Variations and Additions to Standard and Particular
Specifications



MAQUASSI HILLS LOCAL MUNICIPALITY

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LIST APPLICABLE SPECIFICATIONS HERE		
PSAB	Engineer's Office	C3.4.2-11
PSC	Site Clearance	C3.4.2-14
PSD	Earthworks	C3.4.2-16

END OF SECTION



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CIVIL WORKS

C3.4.2 VARIATIONS AND ADDITIONAL CLAUSES TO THE STANDARD AND PARTICULAR SPECIFICATIONS

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in Section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of Section C3.4.2 which conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.





MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

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CIVIL WORKS

PROJECT SPECIFICATIONS

PORTION 2: VARIATIONS AND ADDITIONAL CLAUSES

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

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

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

PSLB



COLTO SERIES 1000: GENERAL

SECTION B1100: DEFINITIONS AND TERMS

B1115 GENERAL CONDITIONS OF CONTRACT

REPLACE CLAUSE 1115 WITH THE FOLLOWING:

“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 B1115. 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.

TABLE B1115

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, 3rd edition, 2015, applicable to this Contract	
Clause No	Page No	Clause No	Description or Reference	Claus e No	Description or Reference amended to
1115	1100-2		Definition of GCC		Definition GCC 2015



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 rd edition, 2015, applicable to this Contract	
Clause No	Page No	Clause No	Description or Reference	Claus e No	Description or Reference amended to
1202	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to GCC		Applicable to GCC 2015
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 2015
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
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 2015
1303(iii)	1300-1	49	Price adjustment Item 13.01 (a)	6.8	Price adjustment Item 13.01 (a)



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 rd edition, 2015, applicable to this Contract	
Clause No	Page No	Clause No	Description or Reference	Claus e No	Description or Reference amended to
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



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 rd edition, 2015, applicable to this Contract	
Clause No	Page No	Clause No	Description or Reference	Claus e No	Description or Reference amended to
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
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

11



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:

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 m² but less than 100 m². Repairs in excess of 100 m² shall be considered to be reconstruction.

B1161 POTHOLES

Potholes are local failures covering an area of less than 1 m².

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.

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.

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.

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."

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

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.

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 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.
- (iv) 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."
- (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:"

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)

Extension of time resulting from abnormal rainfall or other forms of weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The value of "n" working days per calendar month as specified in this clause shall be as given in table B1215/1. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the "n" values as specified shall not be taken as accumulating over the contract period. If the "n" days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims which may arise later during the contract period.

The rainfall records at Rainfall Station No **"Wolmaransstad Wo-0261516B0"** for the period 01-01-1962 to 31-12-1990 are reproduced in table B1215/1 for information purposes only. The symbols are those given for Method (i) in the standard specifications."

Information Source: Department of Environmental Affairs

Rainfall Station: Nelspruit Airport (Nelspruit -Wo-0261516B0)

Location:

Height:

Period:

X = and Y =



Table B1215/1

MONTH	Nn (days)	Rn (mm)
January	4.5	83
February	5.5	111
March	4.5	72
April	3.1	56
May	1.1	17
June	0.9	21
July	0.5	8
August	0.7	15
September	1.2	24
October	2.6	43
November	3.6	58
December	3.8	60
TOTAL	32.0	559

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 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."

B1228 LEGAL PROVISIONS

ADD THE FOLLOWING PARAGRAPHS:

"The contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (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 2003, 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, eg 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.

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 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
1. 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 subsubclause (ii) above, and the excavation beyond the cut-off point shall be in terms of subsubclause (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 subsubclause (i) above.

B1233 TRAINING

Structured training shall be provided to temporary personnel involved in the contract in accordance with the provisions set out in elsewhere in this document. The contractor's selection of the candidates shall be approved by the project liaison committee and the engineer, subject to the required entrance levels. All training courses must be offered through approved accredited training organisations.



The contractor shall provide the following for the training:

- (a) A venue with sufficient lighting, electric power points and furniture
- (b) All necessary stationery, consumables and study material
- (c) Transport to and from the training venue if the training is not delivered on site
- (d) Wages for candidates attending engineering (technical) skills training during working hours
- (e) Payment to approved training organisations for the provision of training.

NB: Only technical skills and entrepreneurial training may take place during normal working hours. Generic training may only take place after hours. All training courses shall commence within one month of handing over the site and be complete before the end of the contract period.

B1234 PROJECT STEERING COMMITTEE (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the MAQUASSI HILLS LOCAL MUNICIPALITY 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 R750-00 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 remuneration of the CLO shall be R6500 per month. 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.
- (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 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

This section covers the relocation of existing services that may clash or may be in the way of the new services. This also covers the protection of existing services that could be damaged as a result of the works carried out under this contract.

B1239 CONTRACT NAMEBOARDS

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:

Item Unit

B12.01 Training:

- | | | |
|-------|--|------------------------|
| (a) | Engineering (technical) skills | Provisional (Prov) Sum |
| (b) | Generic skills | Provisional (Prov) Sum |
| (c) | Entrepreneurial skills | Provisional (Prov) Sum |
| (d) | Training venue | lump sum |
| (e) | Remuneration of workers undergoing technical skills training | Provisional (Prov) Sum |
| (f) | Contractor's handling costs, profit and all other charges in respect of subitems B12.01 (a), (b), (c) and (e): | |
| (i) | Engineering (technical) skills | percentage (%) |
| (ii) | Generic skills | percentage (%) |
| (iii) | Entrepreneurial skills | percentage (%) |
| (iv) | Remuneration of workers undergoing technical skills training | percentage (%) |

Payment under subitems B12.01(a), (b) and (c) 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 B12.01 (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.

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

Payment under subitem B12.01(e) shall be the actual sum paid to workers undergoing technical skills training. The contractor will not be reimbursed directly for his administrative costs which will be deemed to be included in the rates tendered for item B13.01.

The percentages tendered for subitem B12.01(f) shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.01(a), (b) and (c) 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.

Item Unit

B12.02 Remuneration of the Project Liaison Officer and members of the Project Liaison Committee:

- (a) Project Liaison Officer Provisional (Prov) Sum
- (b) Project Liaison Committee Provisional (Prov) Sum
- (c) Contractor's handling costs, profit
and all other charges in respect of
subitems B12.02(a) and (b):
 - (i) Project Liaison Officer percentage (%)
 - (ii) Project Liaison Committee percentage (%)

Payment under subitems B12.02(a) and (b) shall be the amounts actually paid to the Project Liaison Officer and members of the Project Liaison Committee as agreed upon by the



employer, the engineer, the Project Liaison Officer and the members of the Project Liaison Committee. Payment shall be made in accordance with the provisions of the Conditions of Contract.

The percentages tendered for subitem B12.02(c) shall be the percentages of the amounts actually reimbursed to the contractor under subitems B12.02(a) and (b) and shall include full compensation in respect of the contractor's handling costs, profit and all other charges with regard to the appointment and remuneration of the Project Liaison Officer and the establishment and remuneration of the Project Liaison Committee.

Item Unit

B12.05 Compliance with OHS Act and Regulations

(including the Construction Regulations 2003) lump sum

The tendered sum shall include full compensation to the contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) at all times for the full duration of the Contract, as described in B1228 of Part B of the project specifications. The successful tenderer shall provide the engineer with a complete breakdown of this tendered sum.

This sum will be paid to the contractor in equal monthly amounts subject to proper/ substantial compliance.

Item Unit

B12.06 Protection, removal realignment and replacement

of services:

- (a) Utility services:
 - (i) Protection, removal, realignment and replacement Provisional (Prov) Sum
 - (ii) Handling costs and profit in respect of subitem B12.06(a)(i) above Percentage (%)



The provisional sum for utility services shall be expended in accordance with the Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under item B12.06(a)(i), which shall be paid to the contractor as full compensation for handling costs and profit in connection with dealing with all utility services.

Item Unit

B12.07 Name Boards Prime Cost (PC) Sum

The tendered sum shall include full compensation to the contractor for the name boards and to maintain the name boards for the construction period.

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."

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."

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):

"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 R500-00 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.

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."

B1406 MEASUREMENT AND PAYMENT

Item Unit

B14.01 Office and laboratory accommodation:

REPLACE SUBITEM (e) WITH THE FOLLOWING:

"(e) Ablution units:

(i) Site unit square metre (m²)

(ii) Laboratory unit square metre (m²)"

ADD THE FOLLOWING SUBSUBITEMS:

(g) Venue for site meetings square metre (m²)

Item Unit

B14.03 Office and laboratory fittings, installations and equipment:

(a) Items measured by number:

CHANGE SUBITEM (i) TO READ AS FOLLOWS:

"(i) 220/250 volt power points including voltage
stabilizers and regulators as specified number (No)"

ADD THE FOLLOWING SUBSUBITEMS:

"(xix) Steel plan cabinets number (No)

(xx) Floodlights complete with poles and
minimum 500 watt globes number (No)

The tendered rate for subitem B14.03(a)(xx) shall include for the operation of the lights from sunset to dawn for the full duration of the contract."



(b) Prime-cost items and items paid for in a lump sum:

ADD THE FOLLOWING SUBSUBITEMS:

- "(ix) Provision of cellphones complete with
car kits fitted to vehicles as directed, including
all fees and the cost of phone calls
in connection with the administration of the
contract Prime Cost (PC) Sum
- (x) Handling costs and profit in respect of
subitem 14.03(b)(ix) above percentage (%)"

ADD THE FOLLOWING SUBITEM:

- (d) Safety Equipment for Engineering Staff:
- "(i) Provision of Safety Equipment for Engineer's Staff Prime Cost (PC) Sum
- "(ii) Handling costs and profit in respect of
subitem 14.03(d)(i) above percentage (%)"

"Item Unit

B14.10 Provision of Photostat facilities

*AMEND THIS PAYITEM DESCRIPTION TO READ "provision of copying facilities" AND IN THE
PAYMENT PRESCRIPTION, AMEND "photocopier" TO READ "combination colour
printer/copier/scanner/facsimile machine".*

Item Unit

B14.12 Supply of computer hardware and software:

- (a) Supply of computer equipment and
software Prime Cost (PC) sum
- (b) Handling cost and profit in respect of subitem
B14.12(a) percentage (%)

Expenditure under this item shall be made in accordance with the Conditions of Contract.
The tendered percentage is a percentage of the amount actually spent under subitem



B14.12(a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the specified equipment.

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 "AANNEMER VERKEERSBEHEER" 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 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 MAQUASSI HILLS LOCAL MUNICIPALITY 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."

(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-reflectorised, 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.
- (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

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

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 [(% passing 26,5 mm - % passing 2,0 mm) x % passing 4,75 mm/100]

CBR : ≥ 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 proviso 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.
- (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**

ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

"The accommodation of traffic and the maintenance of deviations shall be measured once only along the centre line of the road, irrespective of the type of work to be executed or the number of times necessary to accommodate traffic over any particular part of the road.

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."

Item

B15.02 Earthworks for temporary deviations

ADD THE FOLLOWING:



"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the accommodation of traffic. Payment for frontage/service roads used for the accommodation of traffic will be made under section 3300."

Item	Unit
------	------

B15.03 Temporary traffic-control facilities:

REPLACE THE DESCRIPTION OF SUBITEMS (g) AND (h) WITH THE FOLLOWING:

- | | |
|------|---|
| "(g) | Rectangular road signs, TGS-, TIN-, and TW-series
(excluding TW-series delineators and
barricades) square metre (m ²) |
| (h) | Delineators TW401/TW402
(250 mm x 1 000 mm sides): |
| (i) | Single sided number (No) |
| (ii) | Double sided number (No)" |

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."

Item

**B15.05 Gravelling and repair of temporary deviations
and existing gravel roads used as temporary
deviations**

ADD THE FOLLOWING:

"Payment under this item will only be applicable to temporary deviations for the accommodation of traffic and will not be used for frontage/service roads used for the



accommodation of traffic. Payment for gravelling of frontage/service roads used for the accommodation of traffic will be made under section 3400."

REPLACE ITEM 15.10 WITH THE FOLLOWING:

"Item Unit

**B15.10 Accommodation of traffic where the road is
constructed in half-widths kilometre (km)**

The unit of measurement shall be the kilometre measured along the centre line of the roads to be constructed, upgraded or rehabilitated in half-widths as directed by the engineer.

The accommodation of traffic in half-widths shall be measured once only along the centre line of the road, irrespective of the number of times necessary to accommodate traffic over any particular part of the road.

This also applies to cases where the traffic is initially accommodated on one half of the road and later on the other half. The limits for any particular part of road on which traffic has to be accommodated in half-widths shall be the distance measured between the beginning and end of the particular work area and not between the two furthestmost temporary road signs on either side of the particular section of road under construction.

The tendered rate shall include full compensation for providing all Constructional Plant, equipment, tools, transport, labour, supervision, guards and all other incidentals necessary for the proper and safe handling of traffic as specified, for all additional costs and work resulting from accommodating the traffic in half-widths, and for dismantling, storing and if necessary re-using, moving, transporting and re-erecting temporary road signs, barricades and all other traffic-control facilities necessary to accommodate traffic in half-widths, irrespective of the number of times necessary to move such traffic-control facilities.

Payment will be made in three instalments as follows:



(a) The first instalment, 25% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the widening of the shoulder or any phased construction for the accommodation of traffic.

(b) The second instalment, 35% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the construction of the one half of the road complete to final road levels, excluding the second application of slurry.

(c) The third and final instalment, 40% of the length of road where the traffic is accommodated in half-widths, will be paid after the contractor has met all his obligations regarding the construction of the remainder of the road complete to final road levels, including the second application of slurry to the first half.

Payment for the provision of temporary traffic-control facilities shall be made under item B15.03 and 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."

ADD THE FOLLOWING ITEMS:

"Item Unit

**B15.14 Provision of traffic safety equipment for use by
the engineer:**

- | | | |
|-----|---|-------------|
| (a) | Emergency rotating mini lightbar for mobile use | number (No) |
| (b) | 'Construction' sticker for vehicles with 100 mm
high lettering | number (No) |
| (c) | Safety jackets | number (No) |

The unit of measurement shall be the number of each item provided as specified, and approved by the engineer.



The tendered rates for the various safety items shall include full compensation for provision thereof, and maintenance in good working order.

Item	Unit
------	------

B15.16 Media releases and public relations:

- | | | |
|-----|---|---------------------|
| (a) | Media releases and public relations | Prime Cost (PC) Sum |
| (b) | Handling costs and profit in respect of subitem B15.16(a) | percentage (%) |

The prime cost sum is provided to cover costs related to media releases and public notices as instructed by the engineer.

The tendered percentage is a percentage of the amount actually spent under the relevant prime cost item, which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the specified services.

Item	Unit
------	------

B15.19 Damaged temporary road signs and delineators:

- | | | |
|------|---|------------------------|
| (a) | Repair: | |
| (i) | Costs | Provisional (Prov) Sum |
| (ii) | Handling cost and profit in respect of subitem B15.19(a)(i) above | percentage (%) |

Item	Unit
------	------

- | | | |
|------|---|-----------------------|
| (b) | Replacement: | |
| (i) | Costs | Provisional (Pov) Sum |
| (ii) | Handling cost and profit in respect of subitem B15.19(b)(i) above | percentage (%) |



The provisional sums allowed under sub-items (a) and (b) shall be expended in terms of the provisions of the conditions of contract.

Payment shall only be made in respect of repair work or replacement of such temporary traffic-control facilities arising from damage or loss occasioned by the travelling public and which did not arise from negligence or non-compliance with the requirements of the specifications on the part of the contractor.

Item	Unit
------	------

**B15.20 Compensation to landowners for land taken
up by deviations:**

- | | |
|------|---|
| (a) | Repair: |
| (i) | Costs Provisional (Prov) Sum |
| (ii) | Handling cost and profit in respect of subitem
B15.20(a)(i) above percentage (%) |
| (b) | Replacement: |
| (i) | Costs Provisional (Prov) Sum |
| (ii) | Handling cost and profit in respect of subitem
B15.20(b)(i) above percentage (%) |

The provisional sum shall be expended in accordance with the provisions of the conditions of contract. Payment to the landowner shall be made within fourteen (14) days after such order has been given by the engineer. The contractor shall provide detailed proof of payment before payment shall be certified to the contractor.

The tendered percentage in subitem (b) is an extra over percentage on the amount actually spent under subitem (a) which shall include full compensation for the handling costs and profit of the contractor."

SECTION B1600: OVERHAUL



B1602 DEFINITIONS

(a) Overhaul material

ADD THE FOLLOWING TO SUBCLAUSE (i):

"Overhaul material shall also include the following:

Any material, irrespective of type which is removed from existing pavements and spoiled, or which is hauled direct to other parts of the site or to approved stockpiles or from stockpiles to a working area."

REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:

"No overhaul shall apply to materials from commercial sources. The contractor's tendered rates for all materials from commercial sources shall be deemed to include full compensation for hauling the materials to its point of use on the site."

(c) Haul distance

ADD THE FOLLOWING:

"The haul distance of any material which is removed from existing pavements shall be measured along the shortest route from the place of excavation to the point of use (should the material be re-used directly) or to the approved stockpile, and the shortest distance from the approved stockpile to the point of use."

Notwithstanding provisions being made in the document for restricted overhaul and ordinary overhaul it is noted that restricted overhaul and ordinary overhaul does not apply on material that is to be disposed of at the Municipal Landfill site. Material to be disposed of at a landfill site are excavated material, contaminated material, unsuitable material, unstable material and generally any material not to be used in the permanent works.

The contractor's tendered rates for excavation shall be deemed to include full compensation for hauling the material to the designated landfill site.



Restricted overhaul and ordinary overhaul only applies where material contemplated in paragraph 1 above can no longer be disposed of at the designated landfill site. Additions and deductions in the applicable tendered rate shall be applied to effect fair compensation or adjustment.

SECTION B1800: DAYWORKS

ADD THE FOLLOWING NEW SECTION

"SECTION B1800 : DAYWORKS

CONTENTS

B1801 SCOPE

B1802 ORDERING OF DAYWORK

B1803 MEASUREMENT AND PAYMENT

B1801 SCOPE

This section covers the listing of daywork items in accordance with the Conditions of Contract, determining payment for work which cannot be quantified in specific units in the bill/schedule of quantities/pricing schedule, or for work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the bill/schedule of quantities/pricing schedule.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless written authorisation has been obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

Item	Unit
-------------	-------------

B18.01 Personnel during normal working hours:

(a) Unskilled labour hour (h)

Item	Unit
-------------	-------------



B18.01

(cont)

- (b) Semi-skilled labour hour (h)
- (c) Skilled labour hour (h)
- (d) Ganger hour (h)
- (e) Flagmen hour (h)

Item	Unit
-------------	-------------

B18.02 Personnel outside normal working hours:

- (a) Outside normal working hours and on Saturdays:
 - (i) Unskilled labour hour (h)
 - (ii) Semi-skilled labour hour (h)
 - (iii) Skilled labour hour (h)
 - (iv) Ganger hour (h)
 - (v) Flagmen hour (h)
- (b) Sundays and public holidays:
 - (i) Unskilled labour hour (h)
 - (ii) Semi-skilled labour hour (h)
 - (iii) Skilled labour hour (h)
 - (iv) Ganger hour (h)
 - (v) Flagmen hour (h)

Item	Unit
-------------	-------------

B18.03 Equipment/Plant:

- (a) Specify hour (h)

Item	Unit
-------------	-------------

B18.04 Materials:

- (a) Procurement of materials Provisional (Prov) Sum
- (b) Contractor's handling costs, profit



and all other charges in respect of
subitem B18.04(a) percentage (%)

Item	Unit
------	------

B18.05 Transport:

- | | |
|-----|------------------------------|
| (a) | LDV kilometre (km) |
| (b) | Flatbed truck kilometre (km) |

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of equipment/plant or personnel. Non-working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant/equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is available in the bill/schedule of quantities/pricing schedule. Prior to the commencement of any work by the personnel described under items B18.01 and B18.02, the contractor must obtain written consent from the engineer regarding the classification of all labourers in terms of 'unskilled', 'semi-skilled' and 'skilled' personnel.

The tendered rates for labour for items B18.01 and B18.02 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores and for all administrative, supervisory, operative and contingent costs relating to the supply of personnel.

The tendered rates for plant for item B18.03 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles, plant and equipment nominated in writing by the engineer, for all administrative, supervisory,



operative and contingent cost and profit relating to the running of the Plant.

The unit of measurement for subitem B18.04(a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the Conditions of Contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for.

The percentage tendered for subitem B18.04(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under subitem B18.04(a) and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.05 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the engineer.

The tendered rate for item B18.05 shall include full compensation for the cost of the vehicle including fuel, maintenance, depreciation and running costs.

The above-mentioned tendered rates shall be in full compensation for the various items as specified and no further profit shall be paid."

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 : 2,0%

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 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 subclauses 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 underlaying 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."

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."

REPLACE ITEM 35.07 AS FOLLOWS:

"Item Unit

**B35.14 Extra over subitem 34.01(d) for complete
modification of the gravel base as specified
in subclause B3503(f) (thickness indicated) cubic metre (m³)**

The unit of measurement shall be the cubic metre of gravel base, the physical properties of which have been modified using road lime as specified in subclause B3503(f). The quantity will be calculated in accordance with the authorised dimensions of the base treated as instructed by the engineer.

The tendered rate shall be extra over the rate tendered for subitem 34.01(d) for constructing the unstabilized layer and shall include full compensation for the complete processing of the base as specified in subclause B3503(f).

The road lime will be paid for under item 35.02.

Item Unit

B35.16 Surface enrichment square metre (m²)

The unit of measurement shall be square metre of completed surface enriched area completed.

The tendered rate shall include full compensation for supplying the diluted bitumen emulsion required, the application of the diluted bitumen emulsion and the slushing of the layer using an appropriate pneumatic tyre roller."



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.

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 (ie 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	$\geq 9,5$
Water sorptivity (mm/ \sqrt{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
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The engineer will indicate the positions at which the cores shall be extracted on the site."

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."

PSLB BEDDING (PIPES)

PSLB1 BEDDING (Sub-Clause 3.3)

PSLB1.2 Rigid Pipes

All clay and concrete pipes shall be laid on a class C bedding as shown on Drawing LB-1 of SABS 1200LB.

PSLB1.3 Flexible pipes

All steel, oPVC and polyethylene pipes will be regarded as being flexible and shall be bedded as per Drawing LB-2 of SABS 1200 LB.

PSLB2 MATERIAL NOT AVAILABLE FROM TRENCH EXCAVATION (Clause 3.4.2)

Material for the bedding shall be obtained from a commercial source designated by the Contractor.

PSLB3 CLASS A BEDDING (Sub-Clause 5.2.1)

Concrete to be used in class A bedding to pipes shall be of grade 20/19.

PSLB4 CONCRETE CASING TO PIPES (Sub-Clause 5.4)

Concrete to be used in the casing of pipes shall be of grade 20/19.



PSLB5 TOLERANCE ON COMPACTION OF BEDDING MATERIAL

Degree of accuracy II shall prevail.

PSLB6 VOLUME OF BEDDING MATERIAL (SUB-CLAUSE 8.1.3)

The cross sectional area of the pipe shall be deducted from the area of the bedding calculated in terms of Drawing LB-4.

PSLB7 STONE BEDDING (Sub-Clause 8.2.6)

Add the following new sub-clause:

Stone bedding will be measured per cubic metre under the appropriate item in SABS 1200LB.

Type A bedding (crushed stone wrapped in a geotextile blanket) shall be measured per linear metre along the centreline of the trench. The provision, operation and removal of (a) de-watering pump where authorised by the Engineer will be measured as dayworks under the appropriate item in Schedule 2.

PSLD SEWERS

PSLD1 MANHOLES (Sub-Clause 3.5.2)

Manholes shall be constructed of precast concrete sections in accordance with the details that are shown in all specification drawings

END OF SECTION



PORTION 2: CONTRACT

Section C3.4.3 : Particular Specifications



MAQUASSI HILLS LOCAL MUNICIPALITY

CONSTRUCTION OF OUTFALL SEWER IN LEBALENG EXT.6

PROJECT NO: MHLM/MIG/SCM/07/2023/2024

CIVIL WORKS

PARTICULAR SPECIFICATIONS

PA	Terms and Conditions for Labour Intensive Work	C3.4.3.1
PB	Trimming of Site	C3.4.3.15
PC	Maintenance of Site	C3.4.3.16
PD	Occupational Health and Safety	C3.4.3.18
PE	Slip-lining of Pipelines	C3.4.3.19

END OF SECTION



PA TERMS AND CONDITIONS FOR LABOUR INTENSIVE WORK

PA 1. INTRODUCTION

- PA 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.
- PA 1.2 In this document –
- (a) "department" means any department of the State, implementing agent or contractor;
 - (b) "employer" means any department, implementing agency of 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.

PA 2. TERMS OF WORK

- PA 2.1 Workers on a SPWP are employed on a temporary basis.
- PA 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- PA 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.

PA 3. NORMAL HOURS OF WORK

- PA 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.
- PA 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.
- PA 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.



PA 4. MEAL BREAKS

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

PA 4.1 An employer and worker may agree on longer meal breaks.

PA 4.2 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.

PA 4.3 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.

PA5. SPECIAL CONDITIONS FOR SECURITY GUARDS

PA 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

PA 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.

PA 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.

PA 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 worker during their ordinary hours of work ("emergency work").

PA 8. WORK ON SUNDAYS AND PUBLIC HOLIDAYS

PA 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

PA 8.2 Work on Sundays is paid at the ordinary rate of pay.

PA 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.

PA 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.

PA 9. SICK LEAVE

- PA 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- PA 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.
- PA 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- PA 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- PA 9.5 An employer must pay a task-rated worker's daily task rate for a day's sick leave.
- PA 9.6 An employer must pay a time-rated worker the worker's daily task rate for a day's sick leave.
- PA 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- PA 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.
- PA 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 and reason for incapacity.
- PA 9.10 A worker is not entitled to paid sick-leave for a work-related injury of occupational disease for which the worker can claim Compensation under the compensation for Occupational Injuries and Diseases Act.

PA 10. MATERNITY LEAVE

- PA 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- PA 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- PA 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- PA 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.
- PA 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.



- PA 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.
- PA 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.

PA 11. FAMILY RESPONSIBILITY LEAVE

- PA 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;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

PA 12. STATEMENT OF CONDITIONS

- PA 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.
- PA 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.
- PA 12.3 An employer must supply each worker with a copy of these conditions of employment.

PA 13. KEEPING RECORDS

- PA 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.
- PA 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

PA 14. PAYMENT



- PA 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- PA 14.2 A task-rated worker will only be paid for tasks that have been completed.
- PA 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.
- PA 14.4 A time-rated worker will be paid at the end of each month.
- PA 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- PA 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.

- PA 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.

- PA 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.
- PA 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.

PA 15. DEDUCTIONS

- PA 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- PA 15.2 An employer must deduct and pay to the SA Revenue Service any income tax that the worker is required to pay.
- PA 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.
- PA 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.

PA 16. HEALTH AND SAFETY

- PA 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- PA 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.

PA 17. COMPENSATION FOR INJURIES AND DISEASES

- PA 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.
- PA 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- PA 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- PA 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.

PA 18. TERMINATION

- PA 18.1 The employer may terminate the employment of a worker for good cause after following fair procedure.
- PA 18.2 A worker will not receive severance pay on termination.
- PA 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.
- PA 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.
- PA 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.

PA 19. CERTIFICATE OF SERVICE

- PA 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.

PA 20. EXCAVATION



TABEL 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 30-40mm; 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 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by 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.

PA 20.1 Trench excavation

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

PA 20.2 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 100mm of the 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.



PA 20.3 Excavation

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

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

PA 21. Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PA 22. Shaping

All shaping shall be undertaken by hand.

PA 23. Loading

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

PA 24. Haul

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

PA 25. Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

PA 26 Spreading

All material shall be spread by hand.

PA 27 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.



PA 28. Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

PA 29. Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must 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.

PA 30. 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.

PA 31. 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.

PA 31.1 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.

PA 31.2 Hand excavateable material

Hand excavateable material is material:



(a) granular materials:

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

(b) cohesive materials:

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

- Note:
- (1) a boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
 - (2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10kg which fall 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.



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 registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 2: 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 Storm water Drainage	<div style="font-size: 4em; line-height: 1;">}</div> any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour-intensive Construction System and Techniques	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	<div style="font-size: 4em; line-height: 1;">}</div> any 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)			



EMPLOYEMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

PA 32.1 Requirements for the sourcing and engagement of labour.

- PA 32.1.1 Unskilled and semi-skilled labour require 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.
- PA 32.1.2 The rate of pay set for the EPWP is R220-00 per task or per day.
- PA 32.1.3 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.
- PA 32.1.4 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 1.1.3.
- PA 32.1.5 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;
 - (c) where subsistence agriculture is the source of income.
 - (d) Those who are not in receipt of any social security pension income.
- PA 32.1.6 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.



PA 32.2 Specific provisions pertaining to SANS 1914-5

PA 32.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

PA 32.2.2 Contract participation goals

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.

PA 32.2.2.1 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 programme.

PA 32.2.3 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.

PA 32.2.4 Variations to SANS 1914-5

PA 32.2.4.1 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.

PA 32.2.4.2 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 target labour.

PA 32.3 Training of targeted labour

PA 32.3.1 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.



- PA 32.3.2 The cost of the formal training of target 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 as 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: 012 325 8625/EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- PA 32.3.3 The contractor shall do nothing to dissuade target 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.
- PA 32.3.4 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.
- PA 32.3.5 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.

END OF SECTION



TRIMMING OF SITE

PB TRIMMING OF SITE

PB1 SCOPE

This work shall consist of the finishing of the entire site affected by the Contractor's operations before the issue of the Completion Certificate.

PB2 REQUIREMENTS

After completion of the work covered by this Contract, the entire area affected by the Contractor's operations shall be finished off and cleared up and all loose rock shall be removed, if required, and disposed of as directed by the Engineer.

Under no circumstances shall the Contractor use machines for trimming.

All loose stones, roots or other waste matter exposed on fill or excavation slopes, which are liable to become loosened shall be removed and all debris and muck from cleaning operations shall be disposed of and the area affected by the Contractor's operations and all camp sites left in a neat and presentable manner.

All false work, temporary supports and structures, casting yards or platforms and equipment shall be removed from the site and from all ground occupied by the Contractor in connection with the work. All parts of the work and adjacent ground shall be left in a neat and presentable condition, all to the satisfaction of the Engineer.

PB3 Measurement and Payment

Measurement and payment for complying with the above requirements will not be made separately, and would be regarded as being provided for in full by relevant payments items under 1200 A – General.

END OF SECTION



MAINTENANCE OF SITE

PC MAINTENANCE OF SITE

PC1 MAINTENANCE DURING CONSTRUCTION

From the time of taking over the site by the Contractor, as set out in the Special Conditions of Contract until the acceptance of the work and the issue of the Completion Certificate, the Contractor shall be responsible for the maintenance of the work and shall rebuild, repair, restore and make good at his own expense all injuries or damages to any portion thereof whether occasioned by the action of the elements or any other cause.

PC2 MAINTENANCE OF COMPLETED WORK

Periods of Maintenance

The periods of maintenance for each completed section of work shall extend for twelve months from the time of acceptance of the work and the issue of the relevant Completion Certificate for that section of the work as the case may be as set out in Clause 53 of the General Conditions of Contract.

PC2.1 Work During Period of Maintenance

The Contractor shall be responsible for the repair at his own expense, of all defects in any of the works constructed by him, or affected by him during construction, all in terms of Clause 53 of the General Conditions of Contract.

PC3 MEASUREMENT AND PAYMENT

Measurement and payment for maintenance as described above shall be deemed to be included in the prices tendered and paid for the various items for which payments is made in terms of the Contract and such prices shall be full compensation for the supply of all supervision, labour, materials, equipment, plant and work necessary for the maintenance thereof.



The retention monies as set out in the General Conditions of Contract, Clause 49 (3) shall be released only upon Final Settlement of the Contract as set out in Clause 52 of the General Conditions of Contract.

END OF SECTION



OCCUPATIONAL HEALTH AND SAFETY

PD OCCUPATIONAL HEALTH AND SAFETY

PD 1 Definitions

PD1.1 In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates:

"agent" means any person who acts as a representative for a client in managing the overall construction work.

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

"batch plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is performed;

"competent person" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

"construction work" means any work in connection with:

- (a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

"construction vehicle" means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may



be, both on and off the construction site for the purposes of performing construction work;

"contractor" means an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

"design" in relation to any structure includes drawings, calculations, design details and specifications;

"designer" means any person who:

- (a) prepares a design;
- (b) checks and approves a design;
- (c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- (d) architects and engineers contributing to, or having overall responsibility for the design;
- (e) build services engineers designing details for fixed plant;
- (f) surveyors specifying articles or drawing up specifications;
- (g) contractors carrying out design work as part of a design and build project;
- (h) temporary works engineer designing formwork and false work; and
- (i) interior designers, shop-fitters and landscape architects.

"ergonomics" means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

"excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"explosive powered tool" means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

"fall prevention equipment" means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

"fall arrest equipment" means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;



"fall protection plan" means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

"hazard identification" means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

"health and safety file" means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

"health and safety plan" means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

"health and safety specification" means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

"material hoist" means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

"medical certificate of fitness" means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

"method statement" means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

"mobile plant" means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

"National Building Regulations" means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

"person day" means one individual carrying out construction work on a construction site for one normal working shift;

"Plant" includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

"Premises" includes any building, vehicle, vessel, train or aircraft.

"principal contractor" means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control



and management of a part of or the whole of a construction site;

"professional engineer or professional certificated engineer" means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"professional technologist" means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

"risk assessment" means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

"roof apex height" means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

"SABS 085" means the South African Bureau of Standards' Code of Practice entitled "The Design, Erection, Use and Inspection of Access Scaffolding";

"SABS 0400" means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

"SABS EN 1808" means the South African Bureau of Standards' Standard Specification entitled: "Safety requirements on suspended access equipment - Design calculations, stability criteria, construction-tests";

"SABS 1903" means the South African Bureau of Standards' Standard Front-end Specification entitled: "Safety requirements on suspended access equipment - Design calculations, stability criteria, construction-tests";

"scaffold" means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and "shoring system" has a corresponding meaning;

"structure" means:

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;



- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral;

PD2 Accidents / Occupational Disease

Incidents or occupational disease relative to the contract must be reported by the Principal Contractor to the Department of Labour as required by the **OH&S Act 85 of 1993. General Administrative Regulation 8**. A copy of all such reports must be made available to MAQUASSI HILLS LOCAL MUNICIPALITY. The Principal Contractor is expected to co- operate fully in this regard.

PD3 Accommodation

Where facilities are available, the MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority will provide suitable sanitary, washing and changing facilities as well as space for materials storage. The Principal Contractor must keep these areas clean and tidy. However, where these facilities are not available, the Principal Contractor must provide his own facilities by fencing, partitioning or some other means. **(See PD11)**

PD4 Advice Regarding Safety Requirements

The MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority staff will assist Contractors in any practical way possible to facilitate the safe execution of the work involved in the mutual interest of both parties.

PD5 Atmospheric Conditions

Work shall not be carried out in any tank, vessel, chamber, manhole or other enclosed or partially enclosed space or area in which dangerous fumes, toxic flammable gasses or oxygen deficiencies might be present. The requirements of **General Safety Regulation 5** of the OH&S Act of 1993 shall be complied with at all times.



PD6 Batch plants

- (1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.
- (2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- (3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are:
 - (a) placed in an easily accessible position; and
 - (b) constructed in such a manner as to prevent accidental starting.
- (4) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- (5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub-regulation (1).
- (6) A contractor shall ensure that all persons authorised to operate the batch plant are fully:
 - (a) aware of all the dangers involved in the operation thereof; and
 - (b) conversant with the precautionary measures to be taken in the interest of health and safety.
- (7) No person supervising or operating a batch plant shall authorize any other person to operate the plant, unless such person is competent to operate such machinery.
- (8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No. R1031 dated 30 May 1986, as amended, are adhered to when entering any confined space.
- (9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.
- (10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No. R295 dated 26 February 1988, as amended;



- (11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No. R2920 dated 23 October 1992, as amended.

PD7 Boatswain's chairs

- (1) A contractor shall ensure that every boatswain's chair or similar device is securely suspended and is constructed in such a manner so as to prevent any occupant from falling there from.
- (2) The contractor shall ensure that an inspection is carried out prior and a performance test immediately after, the boatswain chair has been erected and thereafter a visual inspection should be carried out on a daily basis prior to use.

PD8 Commissioning

Commissioning of any works undertaken by Contractors must only be done in consultation with Maquassi Hills Local Municipality or relevant Local Authority.

PD9 Compressed Gas Cylinders (Vessels under pressure Regulations)

Contractors shall:

- 1 make adequate arrangements for the safe custody of cylinders in their possession whether owned or hired or used under any other arrangement.
- 2 not store cylinders close to ignition sources.
- 3 take note of the precautions specified by the producer of the stored gas
- 4 comply with the requirements for safe usage, handling, storage and transportation on and off the site.

PD10 Confined Space Entry (General Safety Regulations 5)

No person may commence any inspection or work in any confined space such as a drain, sump, vessel, tank or any similar equipment or condition without written authorization

(See Work Permits **(PD60)**) No person may enter any drain, sump, vessel, tank or any similar equipment or condition unless the power source and piped services have been locked out and secured. (See Lock Out **(PD18)** and Atmospheric Conditions **(PD5)**)

PD11 Construction Welfare Facilities



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- (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:
- (a) at least one shower facility for every 15 workers;
 - (b) at least one sanitary facility for every 30 workers;
 - (c) changing facilities for each sex; and
 - (d) sheltered eating areas.
- (2) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

PD12 Control of Unsafe Acts and Behaviour

The Contractor must ensure that all staff, which they bring onto the premises, are briefed and controlled in order to work in a safe and tidy manner, and in compliance with the OH&S Act 85/93, **(Section 14)** and these safety specifications.

PD13 Cranes

Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No. R.295 of 26 February 1988, as amended, a contractor shall ensure that where tower cranes are used:

- (a) account is taken of the effects of wind forces on the structure;
- (b) account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- (c) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
- (d) the tower cranes are erected at a safe distance from excavations;
- (e) there is sufficient clear space available for erection, operation and dismantling;
- (f) the tower crane operators are competent to carry out the work safely; and
- (g) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.



PD14 Construction Vehicles and Mobile plant

- (1) A contractor shall ensure that all construction vehicles and mobile plants:
 - (a) are of an acceptable design and construction;
 - (b) are maintained in a good working order;
 - (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
 - (d) are operated by workers who:
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
 - (e) have safe and suitable means of access;
 - (f) are properly organised and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
 - (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
 - (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
 - (i) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
 - (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (2) A Contractor shall furthermore ensure that:
 - (a) no person rides or is required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
 - (b) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;



- (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant is equipped with at least two headlights and two taillights when in operation;
- (h) tools and material are secured in order to prevent *movement* when transported in the same compartment with employees;
- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

PD15 Demolition work

- (1) A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.
- (2) A contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.
- (3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in sub-regulation (2), in order to avoid any premature collapses.

Every contractor who performs demolition work shall:

- (a) with regard to a structure being demolished, take steps to ensure that:
 - (i) A contractor shall ensure that prior to any demolition work being



carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure are developed.

- (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
 - (iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
 - (b) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
 - (c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
 - (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
 - (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
 - (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
 - (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
 - (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- (4) A contractor shall ensure that no material is dropped to any point, which falls



outside the exterior walls of the structure, unless the area is effectively protected.

- (5) Waste and debris shall not be disposed from a high place by a chute unless the chute:
 - (a) is adequately constructed and rigidly fastened;
 - (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
 - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
 - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
 - (e) is discharged into a container or an enclosed area surrounded by barriers.
- (6) A contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.
- (7) A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.
- (8) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No. R.155 of 10 February 2002, as amended.
- (9) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No. R.236 of 28 February 2002 as amended.
- (10) Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.
- (11) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

PD16 Electrical installations and machinery on construction sites



Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No. R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1593 of 12 August 1988, respectively, as amended, a contractor shall ensure that:

- (1) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (2) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (3) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (4) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (5) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

PD17 Electrical Equipment (Hand Tools) (E.M.R. 9 + 10)

Portable earth leakage units to be used where earth leakage protection is not provided for in the mains supply. All electrical leads are to be in sound condition with no damaged or broken insulation. Plugs and sockets must not be cracked or broken. Polarity must be correct.

PD18 Electrical / Mechanical Lock Out (General Machinery Regulations 6)

No person may commence any work on any equipment unless the power source and all piped services have been mechanically locked out under control and written approval of the Supervising Official, with a padlock and the key to each of the padlocks used for this purpose to be held in safe custody by the Contractors RESPONSIBLE PERSON. Appropriate "Lock Out" signs are to be displayed at "Lock Out" points.



PD19 Excavation work

- (1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- (2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- (3) Every contractor who performs excavation work shall:
 - (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
 - (b) not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where:
 - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - (ii) such an excavation is in stable material: Provided that:
 - (aa) permission being given in writing by the appointed competent person contemplated in sub-regulation (1) upon evaluation by him or her of the site conditions; and
 - (bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in sub-regulation (1) and the professional engineer or technologist, as the case may be;
 - (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
 - (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
 - (e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;
 - (f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such



access shall not be further than 6m from the point where any worker within the excavation is working;

- (g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;
- (h) cause every excavation, including all bracing and shoring, to be inspected:
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after substantial damage to supports; and
 - (v) after rain,by the competent person contemplated in sub-regulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;
- (i) cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:
 - (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (ii) provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;
- (j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No. R.1 031 of 30 May 1986, as amended, are complied with when entering any excavation;
- (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and
- (l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

All air-operated jackhammers are to be securely bonded to the earth system by means of a flexible lead. Suitable provision is to be made for jumper connections to the earthing system to prevent electrical shock to operators in the event of striking underground cables during excavation work, etc.



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- (1) No contractor shall use or permit any person to use an explosive powered tool, unless:
- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
 - (b) the firing mechanism is so designed that the explosive powered tool will not function unless:
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

Provided that the provisions of this sub-regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

- (2) A contractor shall ensure that:
- (a) only cartridges suited for the explosive powered tool and the work to be performed are used;
 - (b) the explosive powered tool is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed;
 - (c) that the safety devices are in proper working order prior to use;
 - (d) when not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorised persons;
 - (e) the explosive powered tool is not stored in a loaded condition;
 - (f) a warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;
 - (g) the issuing and collection of cartridges and nails or studs is-
 - (i) controlled and done in writing by a person having been appointed in writing; and
 - (ii) recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;
- (3) No contractor shall permit or require any person to use an explosive powered tool unless such person has been:
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- (a) provided with and uses suitable protective equipment; and
- (b) trained in the operation, maintenance and use of such a tool.

PD21 Fire precautions on Construction Sites

Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice NO.R.2281 of 16 October 1987, as amended, every contractor shall ensure that:

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger:
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;



- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all:
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for, and
 - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

PD22 Flammable liquids on Construction sites: use and temporary storage.

Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No.R1 031 dated 30 May 1986, as amended, a contractor shall ensure that:

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated:
 - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
- (d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;



- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

PD23 First Aid (General Safety Regulations 3)

The Contractor shall provide suitable first aid treatment facilities. Should these prove to be inadequate e.g. in the event of a serious injury, the relevant registered emergency services are to be utilized.

PD24 Fall protection

- (1) A contractor shall cause:
 - (a) the designation of a competent person, responsible for the preparation of a fall protection plan;
 - (b) the fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;
 - (c) steps to be taken in order to ensure the continued adherence to the fall protection plan.
- (2) The fall protection plan contemplated in sub-regulation (1), shall include:
 - (a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
 - (b) the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;
 - (c) the programme for the training of employees working from elevated positions and records thereof; and
 - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- (3) A contractor shall ensure that the construction supervisor appointed in terms of regulation 6(1), is in possession of the most recently updated version of the fall protection plan.
- (4) Notwithstanding the provisions of sub-regulations (1) and (2), the contractor shall ensure that:



- (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;

fall prevention and fall arrest equipment is:

- (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - (ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
 - (d) fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and
 - (e) suitable and sufficient steps shall be taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.
- (5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in sub-regulations (2) and (4), it is furthermore indicated in the fall protection plan:
- (a) that the roof work has been properly planned;
 - (b) that the roof erectors are competent to carry out the work;
 - (c) that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
 - (d) that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
 - (e) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
 - (f) that suitable and sufficient platforms, coverings or other similar means



of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

- (g) that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person material or equipment.

PD25 Formwork and support work

A contractor shall ensure that:

- (a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- (b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- (c) the designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee;
- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
- (g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
- (h) adequate precautionary measures are taken in order to:
 - (i) secure any deck panels against displacement; and
 - (ii) prevent any person from slipping on support work or formwork due



to the application of formwork or support work release agents;

- (i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- (j) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in paragraph (a);
- (k) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- (l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and
- (m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

PD26 Guards (Driven Machinery Regulations)

Guards (e.g. machine guards, fencing, safety rails, chains etc.) shall not be removed without: written permission, strict and correct isolation procedures being adopted.

All machinery and plant brought onto the Construction site by the Contractor shall be fully and properly guarded in accordance with the requirements of the OH&S Act of 85/1993 and the relevant regulations made there under.

PD27 Horseplay

Running and horseplay in any part of the construction site is strictly prohibited.

PD28 Hot Work (General Safety Regulations 9)

No welding, cutting or any open flame work is permitted at certain site / plants without a hot work permit. Consult with the Engineer whether required or not.

PD29 Housekeeping on Construction Sites

Notwithstanding the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No. R2281 dated 16 October 1987, as amended, a contractor shall ensure that:

- (a) suitable housekeeping is continuously implemented on each construction



site, including provisions for the:

- (i) proper storage of materials and equipment; and
- (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6); and
- (d) construction sites in built-up areas, adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
- (e) a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

PD30 Ladders (General Safety Regulations 13)

All ladders should be constructed and assembled according to legal requirements. It is further recommended that the Contractor establish the required register control systems for such equipment.

PD31 Liability

No permission under these rules shall in any way relieve the Contractor of his liability for accidents, injury or damages, which occur under the contract.

PD32 Material hoists

- (1) A contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.
- (2) A contractor shall cause the tower of every material hoist to be:
 - (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for over-travel;
 - (b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective



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- means to a height of at least 2100 mm from the ground or floor level;
and
- (c) provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.
- (3) A contractor shall cause:
- (a) the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;
 - (b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
 - (c) every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when the power is not being supplied to the hoisting machinery.
- (4) No contractor shall require or permit trucks, barrows or material to be conveyed on the platform by a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.
- (5) A contractor shall cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
- (6) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.
- (7) No contractor shall require or permit any person to ride on a material hoist.
- (8) A contractor shall cause every material hoist:
- (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.
 - (b) inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
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- (c) inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.
- (d) to be properly maintained and that the maintenance records in this regard are kept on site.

PD33 Overhead Electrical Conductors (Electrical Machinery Regulations)

Work shall not be carried out in the vicinity of overhead electric conductors without permission of the RESPONSIBLE PERSON for the contract in writing and prior approval and compliance with the requirements of the MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority, ESKOM or any other operator or owner of the system.

PD34 Parking

Contractor's vehicles must only be parked in approved areas.

PD35 Personal Protective Equipment (General Safety Regulations 2)

All necessary personal protective equipment must be supplied by the Principal Contractor and should be maintained in a good condition. All Contractors personnel and visitors must wear adequate equipment or personal protection such as safety helmets, goggles, gloves, special footwear etc. applicable to the particular activity being carried out.

PD36 Public Safety (Section 9)

All necessary precautions must be taken to eliminate any hazards the general public might be exposed to as a result of the Contractors activities.

PD37 Refuse and Waste

Burning of refuse is not permitted. Arrangements for the disposal of refuse are to be made with the MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority Waste Management Department.

PD38 Reinforcing

Access to reinforcement of small diameter, which is cast in and could cause impalement of a person falling up against or onto such bars, is to be restricted. Where access ways cannot be horizontally displaced above such reinforcement, then the ends of such bars should be bent over (radius curve) to ensure that the bars are out of the contact plane.

PD39 Reporting of accidents (GAR 8&9 24)

It must be noted that any reportable accident or machine failure relative to the contract must be reported by the Contractor to the Department of Labour as required under OH&S Act of 1993. A copy of all such reports must be made available to the Municipal Supervising Official.



PD40 Responsibility (Section 8 & 13)

The Contractor will be responsible for ensuring that each and every one of his employees, agents, sub-contractors, suppliers or any other person having authorized access to the site of the works is acquainted with these specifications and receive induction training.

PD41 Road works

The Contractor must ensure that he complies with all the relevant road traffic regulations when performing road works. See also Sign Posting and Notices **(PD44)**.

PD42 Security on Municipal premises

- (1) The MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority reserves the right for persons authorized by the Municipality to admit any person onto its premises, or to refuse admission, for whatever reason.
- (2) The MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority reserves the right for persons authorized by the MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority to search all persons, personal property, containers and vehicles should this be deemed necessary.
- (3) All articles and equipment brought onto, or leaving the premises, shall be declared to the Security Officer / Guards on duty. Where necessary, permits should be obtained and produced when requested to do so. Only persons with valid identification will be permitted to enter premises.
- (4) Contract workers shall not enter any section of the premises other than where they have been authorized to work, unless accompanied by an MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority official.
- (5) All persons shall prominently display their company identification or the MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority Visitors pass issued to them by the Security Guard at their point of entry. Passes must be returned to the Security Guard on leaving the premises.
- (6) Cameras, tape recorders and / or any other photographic or recording equipment of a similar nature may not be brought onto the premises without permission from Management of the MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority.
- (7) Any person found tampering with MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority equipment or pilfering; or apparently under the influence of alcohol or drugs, will be removed from the site and may be charged.
- (8) No intoxicating liquor, habit forming drugs, dangerous weapons or firearms may be brought onto the premises.



- (9) No person under the influence of intoxicating liquors or drugs shall enter the premises.
- (10) A person shall smoke in restricted / smoking areas only as demarcated by 'relevant lines or signs.
- (11) The Contractor shall ensure that all equipment, tools and materials are kept under lock and key. The MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority is not responsible for the loss of any equipment, tools or material of the Contractor or his employees as a result of any cause whatsoever.

PD43 Service Connections

Under no circumstances will any Contractor couple up to any water, electricity, compressed air, steam or other piped services without first obtaining the written permission from the Supervising Official. All connections for which permission has been granted must be switched off before leaving the site.

PD44 Signposting and Notices

All notices and signs on municipal premises must be adhered to at all times. Contractors must familiarize themselves with the standard symbolic safety signs. It might be necessary for the Contractor to erect signs to warn against hazards and dangers at work sites and road work. The Safety and / or Traffic Department can be approached for advice in this regard.

PD45 Speed Limit

All vehicles must be driven with due consideration to personnel and property. Adherence to speed limits is of utmost importance.

PD46 Spillages

Should the operations of the Contractor cause the accidental spillage of oils, grease, corrosive, inflammable, abrasive, toxic or any other substance that could result in injury, impairment to persons, environmental pollution or operating plant and equipment, then such spillage shall be removed and surfaces made clean and safe and, where necessary, restored to their previous condition immediately upon such request being made by any authorised MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority Official.

PD47 Structures

- (1) A **contractor** shall ensure that:
 - (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and



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- (b) no structure or part of a structure is loaded in a manner which would render it unsafe.
- (2) The **designer** of a structure shall:
- (a) before the contract is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
 - (b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
 - (c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor:
 - (i) a geo-science technical report where appropriate;
 - (ii) the loading the structure is designed to withstand; and
 - (iii) the methods and sequence of construction.
 - (d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
 - (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimise the risk;
 - (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - (g) stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - (h) conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and
 - (i) ensure that when preparing the design, cognisance is taken of ergonomic design principles in order to minimise ergonomic related hazards in all phases of the life cycle of a structure.
- (3) A contractor shall ensure that all drawings pertaining to the design of the
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relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.

- (4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- (5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

PD48 Supervision of construction work

- (1) Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.
- (2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub-regulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub-regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.
- (3) Where the contractor has not appointed an employee as referred to sub-regulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of sub-regulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under sub-regulation (2).
- (4) No construction supervisor appointed in terms of sub-regulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under sub-regulation (2) on all the Construction sites, the appointed construction supervisor may supervise more than one site.
- (5) If, however, the construction supervisor appointed in terms of sub-regulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the contractor to appoint the required number of employees as contemplated in sub-regulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been



appointed in terms of sub-regulation (1) more appropriately.

- (6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.
- (7) The appointed construction safety officer as contemplated in sub-regulation (6) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).
- (8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint has the necessary competencies and resources to assist the contractor.

PD49 Risk Assessment

- (1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least:
 - (a) the identification of the risks and hazards to which persons may be exposed to;
 - (b) the analysis and evaluation of the risks and hazards identified;
 - (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - (d) a monitoring plan; and
 - (e) a review plan.
- (2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- (3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk



assessment.

- (4) A contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- (7) Notwithstanding the requirements laid down in sub-regulation (4), no contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- (8) A contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.
- (9) Every employee on site shall:
 - (a) be in possession of proof of the health and safety induction training as determined in sub-regulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and
 - (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

PD50 Scaffolding

- (1) Every contractor using access scaffolding shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.
- (2) A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.



PD51 Stacking and storage on construction sites

Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice NO.R1031 dated 30 May 1986, as amended, a contractor shall ensure that:

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

PD52 Suspended platforms

- (1) A contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing, and that all suspended platform erectors, operators and inspectors are competent to carry out their work.
- (2) No contractor shall use or permit the use of a suspended platform, unless:
 - (a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
 - (b) in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
 - (c) he or she is, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the:
 - (i) competent person who has been appointed for supervision;
 - (ii) competency of erectors, operators and inspectors;
 - (iii) operational design calculations which should comply with the requirements of the system design certificate;
 - (iv) performance test results;
 - (v) sketches indicating the completed system with the operational loading capacity of the platform;



(vi) procedures for and records of inspections having been carried out;
and

(vii) procedures for and records of maintenance work having been
carried out:

Provided that sub-regulation (2) shall only become applicable six
months from the date of promulgation of these regulations.

- (3) A contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional engineer, certificated engineer or professional technologist including a copy of the design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work, the system would be used for.
- (4) A contractor need not re-submit a copy of the certificate of system design contemplated in sub-regulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional engineer, certificated engineer or professional technologist shall be decisive.
- (5) A contractor shall ensure that the outriggers of each suspended platform:
- (a) are constructed of steel or any other material of similar strength and have a safety factor of at least four in relation to the load it is to carry; and
 - (b) have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.
- (6) The contractor shall ensure that:
- (a) the parts of the building or structure on which the outriggers are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
 - (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;
 - (c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
 - (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is



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- constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
 - (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
 - (g) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.
- (7) A contractor shall ensure that the suspended platform:
- (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
 - (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and
 - (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.
- (8) A contractor shall cause:
- (a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;
 - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
 - (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;
 - (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such
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load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly;

- (9) Notwithstanding the provisions of sub-regulation (8), the contractor shall cause very hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub-regulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
- (10) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of sub-regulation (1), or the suspended platform inspector mentioned in sub-regulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether-
- (a) all connection bolts are secure;
 - (b) all safety devices are functioning;
 - (c) all safety devices are not tampered with or vandalised;
 - (d) the maximum mass load of the platform is not exceeded;
 - (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
 - (f) there are no visible signs of damage to the equipment; and
 - (g) all reported operating problems have been attended to.
- (11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.
- (12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are:
- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
 - (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include at least:
 - (i) how to access and egress the suspended platform safely;
 - (ii) how to correctly operate the controls and safety devices of the



equipment;

- (iii) information on the dangers related to the misuse of safety devices;
and
 - (iv) information on the procedures to be followed in the case of:
 - (aa) an emergency;
 - (bb) the malfunctioning of equipment;
 - (cc) the discovery of a suspected defect in the equipment; and
 - (v) instructions on the proper use of safety harnesses.
- (13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.
- (14) A contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

PD53 Tunnelling

- (1) Any contractor performing tunnelling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1996 (Act No.29 of 1996), as amended.
- (2) Notwithstanding the provisions of sub-regulation (1), no person shall enter a tunnel, which has a height dimension less than 800mm.

PD54 Use of MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority Plant and Equipment.

On no account are Contractors or their employees to operate the MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority hoists, forklifts or vehicles or plant. If use of any such equipment is required, application must be made to MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority Management in Writing, who will then, if he considers it necessary and in the best interest of the MAQUASSI HILLS LOCAL MUNICIPALITY or relevant Local Authority, grant the Contractor the necessary permission. Should permission be granted, then the equipment is used at the Contractors risk and it will be considered to be the property of the Contractor whilst so borrowed, but must never leave the site. Contractors will be required to make good any loss or damage to such equipment. As a general rule, however, all Contractors are to ensure that they provide all the equipment needed for the contract.

PD55 Vessel Entry



See Confined Space **(PD10)** and Atmospheric Conditions **(PD5)**.

PD56 Water environments

- (1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for:
 - (a) preventing workers from falling into water; and
 - (b) the rescuing of workers in danger of drowning.
- (2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

PD57 Welding

See Hot Work **(PD28)** and Work Permits **(PD 60)**.

PD58 Workers Compensation fund

It is conditions of this contract that the Principal Contractor provides prove of registration with the Compensation fund. And that all employees and any sub-contractors are covered in terms of the Compensation for Occupational Injuries and Diseases Act, as amended. Furthermore, the Contractor undertakes that such cover will not lapse during the continuation of the work. Their registration number must be entered on the last page of this document.

PD59 Worker welfare facilities

- (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:
 - (a) at least one shower facility for every 15 workers;
 - (b) at least one sanitary facility for every 30 workers;
 - (c) changing facilities for each sex; and
 - (d) Sheltered eating areas.
- (2) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

PD60 Work Permits & Permission to work

Certain risk areas on a site may be designated as WORK PERMIT AREAS. Contractors must not work in these areas without obtaining the necessary Work Permit / Clearance Certificate.

See also, Confined Space (PD10),

Excavation Work (PD19),



Fire Precautions (PD21),

Hot Work (PD28).

PD61 Weather

The principal contractor must consider all weather possibilities (Thunderstorms, cloudbursts, lightning, hail, gale force winds etc.) which could pose a threat to the project and or persons and indicate in the safety plan how these threats will be dealt with.

PD62 Undertaking

Contractor must sign and return attached undertaking before the Contract will be accepted by the MAQUASSI HILLS LOCAL MUNICIPALITY, and on signature thereof such undertaking shall be annexed to the contract document and shall form part of it.

Regulation 5 of the Construction Safety Act stipulates that the principal contractor is responsible for providing a documented health and safety plan to the employer based on the client's safety specification. The Contractor is responsible for the safe execution of all work and must provide the engineer, architect and subcontractors with a programme of construction, as well as a method statement with the necessary details and procedures on the contract.

The contractor must appoint in writing, a full time competent supervisor, to supervise the project. The Contractor may also appoint competent assistants, to assist the supervisor in the execution of his supervisory duties. The regulations define a competent person as being any person, having the knowledge, training, experience, and qualifications specific to the work or task being performed. This is subject to the provision that their appropriate qualification and training are registered in terms of the South African Qualifications Authority Act, 1995 [Act No. 58 of 1995] these are in fact the required qualifications and training.

The contractor has to exercise discretion and if he deems it relevant, appoint a full-time or part-time construction safety officer, in writing to assist in the control of all safety related aspects, and to give input into the health and safety plan. This construction safety officer must have the necessary competencies and resources to assist the contractor.

The contractor is required to have, before and during construction work, a risk assessment performed by a competent person. The said competent person must be appointed in writing, and the risk assessment must form part of the health and safety plan.

The health and safety plan is defined as being a documented plan, which addresses hazards, identified.

The health and safety plan must at least include:



- identification of risks and hazards;
analysis and evaluation of hazards;
- a documented plan and safe work procedures to mitigate, reduce or control the risks, and;
- a monitoring and reviewing plan of the risks and hazards.

The health and safety plan must be available for inspection, and every contractor must ensure that all employees are informed, instructed and trained by a competent person regarding the hazards identified and the related work procedures before work commences and thereafter at times identified in the risk assessment. The same applies with regard to the principal contractor and contractors.

The contractor may not permit any employee or person [including visitors] to enter the construction site unless that person has undergone health and safety induction training pertaining to the hazards identified at the site. Employees must be issued with a written confirmation [proof] that health and safety induction training was successfully completed, which proof they must carry with them must at all times whilst working on the construction site. A competent person must issue this proof. Further to this, the visitors to the site must be provided with personal protective equipment. This is the responsibility of the contractor.

Regulation 8 to 28 specifies safe work procedures and processes when involved in the following activities:

- Fall protection
- Structures
- Formwork and support work
- Excavation work
- Demolition work
- Tunnelling
- Scaffolding
- Suspended platform
- Boatswains chairs
- Material hoists
- Batch plants
- Explosive powered tools
- Cranes
- Construction vehicles and mobile plant
- Electrical installations and machinery on construction sites
- Water environments
- Housekeeping on construction sites
- Stacking and storage on construction sites
- Fire precaution on construction sites
- Construction welfare facilities

PD63 Penalties



Any infringements of the Occupational Health and Safety Specification will result in the following:

- 50% of the monthly cost of compliance, for compliance within 5 days
- 70% of the monthly cost of compliance, for compliance within 10 days
- The Engineer will issue a notice to stop all works until such time that the contractor is in compliance. If the contractor takes longer than 10 days, all cost incurred will be for the contractor.

SLIP-LINING OF PIPES

PE SLIPLINING OF PIPES

DEFINITIONS

For the purposes of this document, the definitions given in SANS 10403 and the following apply.

butt welding

is the process for joining HDPE pipes by heating the planed ends of matching surfaces by holding them against a flat heating plate until the HDPE material reaches fusion temperature, quickly removing the heating plate and pushing the two softened ends against one another. Butt welding is also referred to as butt fusion welding and heated-tool butt welding.

HDPE

High Density Polyethylene, also referred to as PE-HD. Polyethylene materials of designation PE 80 and PE 100 are high density polyethylene materials.

insertion pit

the excavation that accommodates the entry of the liner pipe into the existing pipeline.

liner pipe

the continuous length of pipe that is joined together and inserted into an existing (host) pipeline.

mechanical joint

joint made by assembling a liner pipe to another liner pipe, or any other pipe that generally includes a compression part, to provide for pressure integrity, leaktightness and resistance to end loads.

point repair

a repair made to an underground pipeline at a particular point by excavating down to the pipeline from the surface to affect the repair.

specification data

data, provisions and variations that make this standard applicable to a particular contract or works.

suitable



capable of fulfilling or having fulfilled the intended function or fit for its intended purpose.

winching point

the location, usually a manhole, at which winching equipment is set up.

PE 1: Requirements

PE 1.1 Materials

Grout

Unless otherwise specified in the specification data, the cementitious grout shall:

- a) be a low strength annulus filler
- b) be of suitable low viscosity to fill the annulus between the host pipeline and the liner pipe, under gravity or minimal pressure.
- c) contain only cement, potable water, and possibly additives such as fly ash, silica fume, chemical dispersants or thixotropic agents to enhance flowability, control set time and reduce segregation.
- d) contain cement that shall comply with the requirements of SANS 50197-1. e) have a minimum strength specified in the specification data.

PE 2 Construction

2.1 General

2.1.1.1 The liner pipe is usually pulled into the host pipeline using a cable and winch. However the liner pipe can be inserted by pushing with an excavator bucket and a choker strap. In certain circumstances it may be advantageous to use both methods in combination.

2.1.1.2 Cables and winches (and/or pushing equipment) shall be suitable for the particular sliplining operation and shall have sufficient pulling (and/or pushing) capacity. Pulleys and any associated framework installed in the winching points shall be capable of withstanding the substantial forces required. Winches shall be equipped with load gauges and controls to avoid overloading and should be of the capstan type to avoid cable damage and have an immediate stopping facility.

2.1.1.3 The pulling head shall be suitable for attaching to the liner pipe securely. It shall be capable of withstanding the winching forces and guiding the liner pipe into and through the host pipeline. It shall have a rotating eye to avoid the liner pipe twisting the cable. The pulling head shall be open-ended to allow at least 50% of the existing pipeline full flow to pass through it. Once the liner pipe has been installed, the pulling head shall be capable of being removed from the host pipeline.

2.1.2 General preparation



2.1.2.1 The number and location of insertion pits shall be planned to keep them to a minimum and maximise the lengths of individual insertions. Normally more than one manhole length can be lined from one insertion pit, either in one direction or in both directions (upstream and downstream). If possible insertion pits should be located where excavations are to be made for point repairs.

2.1.2.2 All insertion pits, winching points and manholes shall be of suitable size to accommodate the necessary sliplining operations and equipment.

2.1.2.3 All arrangements regarding road closures, traffic deviations and traffic control shall be confirmed in writing.

2.1.2.4 All the necessary safety equipment, safety measures and personnel shall be prepared in accordance with the health and safety plan.

2.1.2.5 The schedules and plans for accommodation of flows and overpumping shall be confirmed and recorded in writing.

2.1.2.6 Property owners affected by any service disruption shall be forewarned in writing.

2.1.2.7 There shall be a contingency plan to remove the liner pipe in the event that it cannot be completely inserted due to unforeseen problems. This should include a means of pulling the liner pipe back out of the host pipeline and a means of cutting the liner pipe off in the insertion pit should it jam in the host pipeline.

2.1.3 Insertion pits

2.1.3.1 The dimensions of the insertion pits shall be the minimum necessary to accommodate the sliplining operations. The insertion pits shall be designed such that the minimum allowable radius of curvature of the liner pipe is not exceeded during insertion. See the specification data.

2.1.3.2 The excavations for the insertion pits shall have the necessary safe side slopes or shoring and dewatering.

2.1.3.3 The excavations shall proceed with care near the existing pipeline, which may be structurally weak, to avoid damaging it.

2.1.3.4 Once exposed, the top half of the existing pipeline shall be removed along the full length of the bottom of the insertion pit, by cutting longitudinally along each springline with an abrasive disc saw.

2.1.3.5 On completion of the insertion, the top half of the existing pipeline shall be replaced and glued in position with epoxy resin and any gaps sealed.

2.1.3.6 The liner pipe shall be built into the walls of the existing manholes and the connections made good to provide watertight joints.

2.1.3.7 Wherever the installed liner pipe is not enclosed by the existing host pipeline it shall be enclosed by a pipe sleeve or part sleeve similar to the host pipe, and the gaps sealed with grout and/or a seal provided for grouting. This may occur in insertion pits, at point repairs or



where connections are re-established.

2.1.3.8 The excavation, backfilling and reinstatement shall be in accordance with the relevant requirements of SANS 2001.

2.1.4 Existing pipeline

2.1.4.1 To ensure the bore of the existing pipeline is of adequate size to accommodate the liner pipe, any excessive hard deposits on the pipe walls shall be removed using a pipe scraper, cutter, borer or pig to ream the pipeline.

2.1.4.2 The pulling head with a section of liner pipe of length at least twice the liner pipe diameter or a proving ring shall be pulled through the pipeline to demonstrate that the liner pipe can negotiate the host pipeline. Cables shall be attached to both ends to allow it to be retrieved should it be obstructed.

2.1.4.3 The existing pipeline shall be given a final clean immediately prior to lining to remove any remaining silt or debris.

2.1.4.4 The pipeline shall be inspected by CCTV camera to confirm all debris and silt has been removed.

2.1.5 Sliplining

2.1.5.1 Any accommodation of flows and/or overpumping shall be implemented.

2.1.5.2 Care shall be exercised to avoid overstressing the liner pipe. The maximum allowable winching forces shall be calculated for the liner pipe (limited by the cross-sectional area and maximum safe permissible short term tensile stress of the liner pipe material). The winch load gauge shall be monitored during the winching process.

2.1.5.3 The whole length of liner pipe shall be continuously supported on rollers to minimise friction and avoid damaging the liner pipe. It may be necessary to put guards over the edges of the existing pipe to prevent gouging of the liner pipe during insertion. The liner pipe shall be winched through in one continuous operation. Soil or other material shall be prevented from entering the host pipeline.

2.1.5.4 A lubricant may be used to reduce friction between the liner pipe and the host pipeline during installation. The lubricant shall be a nontoxic, oil-based product that has no detrimental effect on the liner pipe or host pipeline, does not support bacterial growth or affect the general characteristics of the flow.

2.1.5.5 Allowance should be made for the liner pipe stretching during insertion then shortening after completion of the installation. A 24 hour relaxation period should be allowed.

2.1.5.6 If grouting of the annulus is not specified in the specification data, a watertight seal shall be installed in the annular space at the ends of the liner pipe at manholes to prevent the passage of water. The seal shall extend for a distance of at least 0,5 times the diameter of the pipe or 300 mm, whichever is the greater. The seal shall comprise a sealer strip soaked in a chemical sealer in a band to form an effective watertight gasket followed by the placing of a non-shrink grout in the remaining cavity. The seal shall be finished off with a dressing of non-shrink



chemical resistant elastomeric grout.

2.1.5.7 Where liner pipes have to be trimmed back in manholes they shall be cut so that the liner pipe extends 100 mm into the manhole and a fillet formed with grout around the liner pipe and manhole wall interface.

2.1.5.8 The benching at manholes shall be reformed to suit the liner pipe by scabbling the existing surface, then trowelling a cement grout to the required thickness and shape. The grout and any reinforcing mesh shall be specified in the specification data.

2.1.5.9 Where the liner pipe passes through a manhole, the liner pipe shall be cut to the shape of the existing benching and the annulus in the invert grouted up.

2.1.6 Grouting the annulus

2.1.6.1 If specified in the specification data the annulus between the liner pipe and the host pipeline shall be grouted up.

2.1.6.2 The grout shall be mixed in a paddle, high shear or colloidal grout mixer to a homogenous consistency.

2.1.6.3 The grout shall be delivered to the injection point at a steady pressure with a suitable grout pump at the mixing tank and suitable grout hoses. The distance the grout travels, whether in the hose or the annulus, should not exceed 100 m. All grout should be used within one hour of being mixed. Means of accurately measuring grout component quantities, pumping pressures and volumes shall be provided. Pressure gauges shall be provided at the grout pump and at the injection point. The pressure gauges shall be equipped with diaphragm seals and shall have a working range between 1,5 and 2,0 times the planned grout pressure with an accuracy of no more than 2% error.

2.1.6.4 A watertight bulkhead shall be installed in the annular space at the ends of the liner pipe at manholes to prevent the passage of water and provide a seal for grouting. The seal shall extend for a distance of at least 1,5 times the diameter of the pipe. Grouting and venting pipes shall be incorporated into the bulkheads.

2.1.6.5 The grout mixture and installation procedures shall be such that the annulus is completely filled. Adequate grouting points shall be used to ensure this. The calculated volume of the annulus and the actual volume of grout used shall be monitored. Should the volume of grout being used exceed the estimated volume, this would be an indication that grout is penetrating through the existing host pipeline and into surrounding cavities.

2.1.6.6 Precautions shall be made to prevent the liner pipe from floating when grouting. To prevent floating the liner pipe should be held down or filled with water and the grouting should take place in stages. Flotation forces may not only float the liner pipe in the host pipeline but may cause the liner pipe to deform or buckle. Design calculations shall be performed to check against flotation.

2.1.6.7 Care shall be exercised to avoid buckling the liner pipe with excessive grouting pressures. The pressure that would cause the liner pipe to buckle shall be calculated. The



grouting pressure shall be monitored during the grouting process.

2.1.6.8 Daily records shall be made of the grouting, recording the date, mixer, pump, hose, pipeline length, stage height, flotation prevention, mix materials and proportions, grout test and results, calculated and actual volumes and pressures including maximum at pump and injection point.

2.1.7 Service connections

2.1.7.1 After the liner pipe has been installed the existing connections shall be re-established through the liner pipe. The connections shall be free of sharp edges or protrusions.

2.1.7.2 Connections shall be re-established using either polyethylene heat-fusion saddles or strap-on saddles with neoprene gaskets and stainless steel straps installed in accordance the manufacturer's recommendations, or as specified in the specification data.

PE 3 Compliance with the requirements

3.1 Tolerances

The liner pipe shall be checked to ensure that the requirements of the specifications for tolerance stated in the specification data are met.

3.2 Testing

3.2.1 Grout

3.2.1.1 If specified in the specification data, samples of the grout shall be cured in cubes and tested for compressive strength.

3.2.1.2 It is recommended that a minimum of 3 cubes be taken for each section of pipeline grouted or for every 5 m³ of grout injected.

3.2.1.3 75 mm grout moulds should be used. Any joints in the moulds should be sealed to prevent leakage of the grout. The grout should be poured into the mould taking care not to trap any air bubbles, which can be removed by lightly tapping the mould. The mould should be overfilled and left for 30 – 60 minutes to settle.

3.2.1.4 The excess grout should be struck off with a float and the moulds covered with plastic sheeting or damp hessian.

3.2.1.5 The mould should be stored at a temperature of 20°C ±5°C for a minimum period of 16 – 24 hours or until the grout has attained sufficient strength to allow the cube to be stripped from the mould. This minimum period relates to higher strength grouts, weaker grouts will require at least 48 hours. It is important that the site storage temperature is maintained within the specified limits otherwise the test results will be invalid.

3.2.1.6 After being stripped from the moulds the cubes should be stored in water, at a temperature of 20°C ±1°C until tested.



3.2.1.7 The cubes should be tested at 7 days. The average value of the result should exceed the strength specified in the specification data.

3.2.2 Pressure testing

If specified in the specification data the liner pipe shall be pressure tested. This may include testing prior to insertion and/or after installation.

3.2.3 Inspection

3.2.3.1 The lined pipeline shall be inspected by CCTV and a video recording made.

3.2.3.2 The liner pipe shall be continuous over the entire length lined and shall have no leaks, deformations or defects that will affect the integrity or strength of the lining.

3.2.4 Acceptance

3.2.4.1 All leaks, deformations or defects shall be rectified.

3.2.4.2 The flow may need to be re-established through the pipeline prior to the defects being remedied, in which case the remedial work shall be re-scheduled.

3.2.4.3 The lining may only be accepted once it has passed all tests.

END OF SECTION



PORTION 2: CONTRACT

Section C4 : Site Information

PORTION 2: CONTRACT

**Section C4.1.1: Annexure - Site Administration Forms /
Geotechnical Reports, Environmental Management
Plans... etc.**

PORTION 2: DRAWINGS