



Municipal Infrastructure Support Agent (MISA)

REPUBLIC OF SOUTH AFRICA

TENDER NO: MISA/RSRR/ML/FS/042/2025/26

**PROJECT TITLE: ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM
MATJHABENG LOCAL MUNICIPALITY**

PROCUREMENT DOCUMENT

**(Based on General Conditions of Contract FOR Construction Works
(GCC) 2015, 3rd Edition)**

March 2026

Issued by:

Chief Executive Officer

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 848 5300

NAME TENDERER: _____

TOTAL BID PRICE : _____



Municipal Infrastructure Support Agent

Tender No. MISA/RSRR/ML/FS/042/2025/26

PROJECT TITLE: ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

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Municipal Infrastructure Support Agent

MISA/RSRR/ML/FS/042/2025/26

**PROJECT TITLE: ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM
MATJHABENG LOCAL MUNICIPALITY**

Tender Procedure: Open Tender

Based on

MISA Supply Chain Management Policy 11 May 2023

SANS 10845-1, Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2, Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3, Construction procurement Part 3: Standard conditions of tender

Preferential Procurement Regulations 2022 (Ref: government gazette no. 47452; dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000)

Contract Documents

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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/RSRR/ML/FS/042/2025/26

**ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG
LOCAL MUNICIPALITY**

T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites tenders from Contractors for the ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY, MATJHABENG LOCAL MUNICIPALITY IN FREE STATE PROVINCE.

It is estimated that tenderers must have a CIDB contractor grading of **4CE** or higher.

Contracts will be based on the General Conditions of Contract for Construction Works (GCC) 2015, 3rd Edition.

The project details are hereunder,

| TENDER NO. | PROJECT NAME | COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME | TENDER CLOSING DATE & TIME |
|-----------------------------|--|--|---|
| MISA/RSRR/ML/FS/042/2025/26 | ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY | Briefing session will be held on 12 March 2026 at 319 Stateway, Welkom @ 10:00am Failure to attend and sign the attendance register will lead to your DISQUALIFICATION. | 26 March 2026 11:00 am All Bid Proposals to be submitted @ 1303, Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 548 3000 |

Compulsory briefing session and site visit will take place at the place and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will meet prospective Tenderers to provide details of the Contract.

The requirement of submissions is detailed in the Tender Data (Ref: T1.2 Tender Data). The tenderers who satisfy the eligibility criteria as set in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders.

Bidders must note that by submitting bid proposal you give MISA permission to process or access bidders, members and its directors information in compliance with Protection OF Personal Information Act (POPIA).

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers must submit their tenders using only the tender documentation issued.

Tenders will be evaluated based on Preferential Procurement Framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2022.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue

Riverside Office Park, Letaba House

Centurion, PRETORIA 0046

TEL: 012 484 5300



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/RSRR/ML/FS/042/2025/26

ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

T1.2 TENDER DATA

TENDER DATA

The conditions of tender are as contained in the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **the Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**, as termed as **SFU**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

| Clause number | Tender Data |
|---------------|---|
| 3.1 | The employer is the Municipal Infrastructure Support Agent (MISA) , an entity within the South African Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012. |
| 3.3 | The Tender documents issued by the employer comprise the documents listed on the contents page. |
| 3.4 | The Employer's Representative is: Name: Ms Mapatane Kgomo Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 Email: tenders@misa.gov.za |

| Clause number | Tender Data |
|---------------|--|
| 3.5 | The language of communications is English |
| 4.1 | <p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions and have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB 4CE or higher class of construction work are eligible to have their tenders evaluated, provide the proof of valid registration with CIDB. Joint ventures are eligible to submit tenders provided that; <ol style="list-style-type: none"> a) every member of the joint venture is registered with CIDB, b) the lead partner has a contractor grading designation of 4CE or higher class of construction work; or not lower than one level below the required grading designation in the class of works under consideration and possess the required recognition status. c) 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 4CE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 2. In case of a Joint Venture/ Consortium submission, shall submit a Joint Venture Agreement signed by all parties. 3. Attendance of compulsory briefing meeting and sign the attendance register. 4. Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory. |
| 4.7 | <p>The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.</p> <p>Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions</p> |
| 4.12 | No alternative tender offer will be considered. |

| Clause number | Tender Data |
|-----------------------|--|
| 4.13 | <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception area of MISA Offices Municipal Infrastructure Support Agent's Office</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission |
| 4.13.4 | The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1. |
| 4.13.5 | Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick. |
| 4.13.6 | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |
| 4.15 | The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1) |
| 4.16 | The tender offer validity period is 120 days, exclusive of closing date but inclusive of the 90 th day. |
| 5.1 | The employer will respond to requests for clarification received up to 7 working days before the tender closing time. |
| 5.2 | The employer shall issue addenda until 10 working days before tender closing time. |
| 5.4 | The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable. |
| SFU (clause 4.3.1) | <p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer & Preference as explained in the CIDB'S Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined in 5.11.9 below. The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase 1: Eligibility Criteria: Responsiveness to the eligibility criteria, mandatory requirements and rules.</p> <p>Phase 2: Functionality Criteria: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality Points of 70 will then be rejected.</p> |

| Clause number | Tender Data | | | | | | | | |
|------------------------|---|----------|--------|------------------------|-----------|-----------------------|-----------|--------------|------------|
| | <p>Phase 3: Scoring: Price and preference (80/20 system)</p> <p><u>1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</u></p> <p>The Eligibility Criteria is as outlined in Clause 4.1 above.</p> <p><u>2. PHASE TWO: FUNCTIONALITY CRITERIA:</u> <u>TENDERERS WHO PASSES STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></p> <ol style="list-style-type: none"> 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. 5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so. 6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality. <p><u>3. PHASE THREE: SCORING: PRICE AND SPECIFIC GOALS</u></p> <p>The 80/20 price and specific goals shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2022</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 60%;">Criteria</th> <th style="width: 40%;">Points</th> </tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td> <td style="text-align: center;">80</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td style="text-align: center;">20</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>SPECIFIC GOALS</p> <p>The Employer reserves the right to apply other specific goals in accordance with PPPF Regulations 2022 as contemplated in section 2(1)(d)&(e) of the PPPF Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p> | Criteria | Points | POINTS ON PRICE | 80 | SPECIFIC GOALS | 20 | TOTAL | 100 |
| Criteria | Points | | | | | | | | |
| POINTS ON PRICE | 80 | | | | | | | | |
| SPECIFIC GOALS | 20 | | | | | | | | |
| TOTAL | 100 | | | | | | | | |

| Clause number | Tender Data | | | | | | | | | | | | | | | | | | | | | | |
|--|---|---|---|---------------|----------|----------------|----------|--|----------|--|----------|----------------------------|-----------|-------------------------|--------------------------|-------|-------------------|-------|-------------------|----------|--|---|---|
| | <p>Table 1: Specific goals for the tender and points claimed are indicated per table below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="background-color: #cccccc;">The specific goals allocated points in terms of this tender</th> <th style="background-color: #ff0000; color: white;">Number of points allocated (80/20 system) (To be completed by the organ of state)</th> </tr> </thead> <tbody> <tr> <td>Who are women</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Who is a youth</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Location of enterprise (Free State Province)</td> <td style="text-align: center;">8</td> </tr> <tr> <td>B-BBBEE status level contributors from level 1 to 2 which are QSE or EME</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Total scored points</td> <td style="text-align: center;">20</td> </tr> </tbody> </table> <p>The specific goals may include—</p> <ol style="list-style-type: none"> 1. Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability. 2. Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. <p>Definitions</p> <p>Specific goals”: means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in <i>Government Gazette No. 16085</i> date 23 November 1994</p> <p>“Ownership “means the percentage ownership and control, exercised by individuals within and enterprise.</p> <p>Documents required for verification of points allocation are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="background-color: #cccccc;">Procurement Requirement</th> <th style="background-color: #cccccc;">Required Proof Documents</th> </tr> </thead> <tbody> <tr> <td>Women</td> <td>Identity document</td> </tr> <tr> <td>Youth</td> <td>Identity document</td> </tr> <tr> <td>Location</td> <td>Municipality bill/ lease agreement/ letter from local from Local Authority</td> </tr> <tr> <td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td> <td>Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td> </tr> </tbody> </table> <p>Failure on the part of a Bidder to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</p> | The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Who are women | 2 | Who is a youth | 5 | Location of enterprise (Free State Province) | 8 | B-BBBEE status level contributors from level 1 to 2 which are QSE or EME | 5 | Total scored points | 20 | Procurement Requirement | Required Proof Documents | Women | Identity document | Youth | Identity document | Location | Municipality bill/ lease agreement/ letter from local from Local Authority | B-BBEE status level contributors from level 1 to 2 which are QSE or EME | Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report |
| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | | | | | | | | | | | | | | | | | | | | | | |
| Who are women | 2 | | | | | | | | | | | | | | | | | | | | | | |
| Who is a youth | 5 | | | | | | | | | | | | | | | | | | | | | | |
| Location of enterprise (Free State Province) | 8 | | | | | | | | | | | | | | | | | | | | | | |
| B-BBBEE status level contributors from level 1 to 2 which are QSE or EME | 5 | | | | | | | | | | | | | | | | | | | | | | |
| Total scored points | 20 | | | | | | | | | | | | | | | | | | | | | | |
| Procurement Requirement | Required Proof Documents | | | | | | | | | | | | | | | | | | | | | | |
| Women | Identity document | | | | | | | | | | | | | | | | | | | | | | |
| Youth | Identity document | | | | | | | | | | | | | | | | | | | | | | |
| Location | Municipality bill/ lease agreement/ letter from local from Local Authority | | | | | | | | | | | | | | | | | | | | | | |
| B-BBEE status level contributors from level 1 to 2 which are QSE or EME | Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report | | | | | | | | | | | | | | | | | | | | | | |

| Clause number | Tender Data | | | | | | | | | | | | | | | |
|---|---|------------------------------|---------------------|------------------------------|--|------------|----|-----------------------------|------------|----|---------------------|------------|----|---|--|------------|
| 5.11.9 | <p>Functionality</p> <p>A Tender scoring below <u>70 points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Quality criteria</th> <th style="text-align: center;">Evaluation schedule</th> <th style="text-align: center;">(A) Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Tenderer's Relevant Project Experience</td> <td>Schedule 1</td> <td style="text-align: center;">25</td> </tr> <tr> <td>Experience of Key Personnel</td> <td>Schedule 2</td> <td style="text-align: center;">55</td> </tr> <tr> <td>Plant and Equipment</td> <td>Schedule 3</td> <td style="text-align: center;">20</td> </tr> <tr> <td colspan="2">Maximum possible score for quality (M_s)</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> | Quality criteria | Evaluation schedule | (A) Maximum number of points | Tenderer's Relevant Project Experience | Schedule 1 | 25 | Experience of Key Personnel | Schedule 2 | 55 | Plant and Equipment | Schedule 3 | 20 | Maximum possible score for quality (M_s) | | 100 |
| Quality criteria | Evaluation schedule | (A) Maximum number of points | | | | | | | | | | | | | | |
| Tenderer's Relevant Project Experience | Schedule 1 | 25 | | | | | | | | | | | | | | |
| Experience of Key Personnel | Schedule 2 | 55 | | | | | | | | | | | | | | |
| Plant and Equipment | Schedule 3 | 20 | | | | | | | | | | | | | | |
| Maximum possible score for quality (M_s) | | 100 | | | | | | | | | | | | | | |
| 5.13 | <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. The tenderer demonstrated that they have capacity and capability to complete the works. 4. The tenderer does not pose a risk to the employer such as not having capacity in the tendered project region. 5. The Tenderer does not pose commercial risk in relation to financial offers and market related rates. 6. the tenderer has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive. 7. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 8. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verify through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. <ol style="list-style-type: none"> a. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid. | | | | | | | | | | | | | | | |
| 5.14 | Only one signed copy of the contract will be provided by the employer to successful Tenderer after award during handover meeting. | | | | | | | | | | | | | | | |
| 5.17 | The additional conditions of tender are: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better. | | | | | | | | | | | | | | | |
| 5.17 | <p>Cancellation and re-invitation of tenders</p> <p>MISA may, prior to the award of the tender, cancel the tender if-</p> | | | | | | | | | | | | | | | |

| Clause number | Tender Data |
|---------------|---|
| | <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received; or</p> <p>(d) Tender validity period has expired; or</p> <p>(e) Gross irregularities in the tender processes and/or tender documents; or</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p> |
| | <p>TENDER AWARD</p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p> <p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></p> <p>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p>ADDITIONAL CONDITIONS OF TENDER</p> <p>A. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder.</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p>D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award Should a Tenderer</p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> |

| Clause number | Tender Data |
|---------------|--|
| | <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p>then the Tenderer shall be liable for and pay to the Employer –</p> <ul style="list-style-type: none"> i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so; ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received; iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be. <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>E. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p>F. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify</p> |

| Clause number | Tender Data |
|---------------|--|
| | <p>it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>G. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>b)</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ol style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the 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. iii. 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 bidder'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. <p>c) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p> |



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/RSRR/ML/FS/042/2025/26

**ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG
LOCAL MUNICIPALITY**

T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated.

The required documentation as listed in **Clause 4.1 of T1.2 Tender Data**, must be submitted along with the tender for determining the eligibility of the tender.

B. Returnable schedules required for tender evaluation purposes.

The tenderer must complete the following returnable schedules as relevant, which are attached here with the tender documents.

1. SBD 1 - Invitation to Bid
2. SBD 4 - Declaration on Interest
3. SBD 6.1 – Preference Points claim form.
4. Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)
5. CSD report Annexure
6. Tender's certificates Annexure
7. Resolution for Signatory
8. Certificate of Joint Ventures
9. Schedule 1: Experience of the tenderer
10. Schedule 2: Experience of key person
11. Schedule 3: Plant and Equipment

C. Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.

1. Record of Addenda to Tender Documents
2. Proposed Amendments and Qualifications

D. Documentation that will be used for evaluation and to incorporate into the contract, if the tender offer resulted in an award

1. The offer portion of C1.1 Form of offer and acceptance
2. Part 2 of C1.2 Contract data relevant to tenderer
3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID

SBD 1

| | | | | | |
|--|---|---------------|--|---|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | MISA/RSRR/ML/FS/042/2025/26 | CLOSING DATE: | 26 March 2026 | CLOSING TIME: | 11h00 |
| DESCRIPTION: | ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 1303 Heuwel Avenue, Riverside Office Park, Letaba House, First Floor, Centurion, 0046 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms D Kau | | CONTACT PERSON | Wallace Macleod | |
| TELEPHONE NUMBER | 012 848 5325 | | TELEPHONE NUMBER | 0128485300 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | tenders@misa.gov.za | | E-MAIL ADDRESS | tenders@misa.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

PART B – TERMS AND CONDITIONS TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

2. SBD 4 - BIDDER'S DISCLOSURE

1. Purpose Of the Form

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6.1 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|--------------------|-------------------------|
| Signature | Date |
| Position | Name of bidder |

3. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this bid is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this bid. The lowest/ highest acceptable bid will be used to determine the accurate system once bids are received.

1.3 Points for this bid (even in the case of a bid 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 bid 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 bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, 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 bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**bid**” 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 bidding process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money bided 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) “**bid for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

3.3. 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 bid. For the purposes of this bid the bidder 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 bid:

3.4. 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 bid documents, stipulate in the case of—

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

(b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid 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 bid and points claimed are indicated per the table below.

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

| The specific goals allocated points in terms of this bid | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the bidder) |
|---|---|---|
| Who are women | 2 | |
| Who is a youth | 5 | |
| Location of enterprise (Free State Province) | 8 | |
| B-BBEE status level contributors from level 1 to 2 which are QSE or EME | 5 | |
| Total scored points | 20 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

3.5. Name of company/firm.....

3.6. Company registration number:

3.7. 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]

3.8. 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 bid, 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 bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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 BIDDER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |

**4. SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS- A. EMES AND B. QSES
(FOR TENDERERS WITH NO B-BBEE CERTIFICATES SWORN AFFIDAVIT - TEMPLATES**

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB: CHOOSE ONE i.e EME or QSE!!!!)

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (EME)

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

| | | | |
|--|---|------------|----------|
| Enterprise Name: | | | |
| Trading Name (If Applicable): | | | |
| Registration Number: | | | |
| Enterprise Physical Address: | | | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | | | |
| Nature of Construction Business: | BEPs (Built Environment Professional) | Contractor | Supplier |
| Definition of "Black People" | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p> | | |

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black woman Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____%
 - o Black Disabled % _____%
 - o Black Unemployed % _____%
 - o Black People living in Rural areas % _____%
 - o Black Military Veterans % _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed **by ticking the applicable box below.**

Contractor / Consultancy R10 million
 Supplier R10 million

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

| | | |
|---|---|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At least 51% Black Owned but less than 100% black owned | Level Two (125% B-BBEE procurement recognition level) | |
| Less than 51% black owned | Level Four (100% B-BBEE procurement recognition level) | |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

Date: _____

B-BBEE EXEMPTED AFFIDAVIT FOR QUALIFYING SMALL ENTERPRISES (QSE)

Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPR 2017) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

| | | |
|--|---|----------------------------------|
| Enterprise Name: | | |
| Trading Name (If Applicable): | | |
| Registration Number: | | |
| Enterprise Physical Address: | | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | | |
| Nature of Construction Business: | Supplier / Service provider | Consultancy services Supplier |
| Definition of "Black People" | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p> | |

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned

**5. CSD REPORT ANNEXURE - PROOF OF REGISTRATION ON THE NATIONAL TREASURY
CENTRAL SUPPLIER DATABASE (CSD REPORT)**

(ATTACH HERE)

6. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

7. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

| | | | |
|-----------------------------|--|-----------|--|
| DIRECTOR (NAMES) | | SIGNATURE | |
| | | | |

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

| | | | |
|----------------------|----------------|----------------------------------|--|
| PROJECT TITLE | | | |
| SCMU NUMBER | | | |
| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY | |

Lead partner:

.....

Signature.

Name

Designation.....

.....

Signature.

Name

Designation.....

.....

Signature.

Name

Designation.....

.....

Signature.

Name

Designation.....

9. EVALUATION SCHEDULE 1: EXPERIENCE OF THE TENDERER (25 points)

a) Requirements

The experience of the tenderer as a company (as opposed to key staff members) in the construction of roads and rehabilitation projects for either private sector or organ of state.

The projects shall be within the previous 10 years and must only include completed projects prior to closing date for submissions.

b) Points Scoring

Points will be allocated per project as per the table below;

Table : Project points allocation

| No | Project Value | Points per Project |
|----|-------------------------|--------------------|
| a) | R500 000 – R1 000 000 | 2 points |
| b) | R1 000 001 – R3 000 000 | 3 points |
| c) | R3 000 001 and above | 5 points |

(c) Means of Verification:

Tenderers are requested to submit completion certificates and corresponding appointment letters/Purchase Orders

(d) Listing of Completed Projects

Tenderers are requested to list a maximum of **five (5) highest value projects** including contactable references by completing **SCHEDULE OF COMPLETED PROJECTS** appended to this schedule on the next page.

SCHEDULE OF COMPLETED PROJECTS

| No | Name and Brief Description of the Project | Value in Rands R'000 | Date | | Employer | | |
|----|---|----------------------|---------|-----------|------------------|------------------|---------|
| | | | Started | Completed | Name of employer | Contact Person | |
| | | | | | | Name and Surname | Tel. No |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |

MISA reserves the right to verify all information presented by the tenderer.

TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION THEREOF TO AN ATTACHMENTS. PLEASE ATACH ONLY INFROMATION REQUESTED BY THE EMPLOYER.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Tenderer:Date:

Signature:Position:

Full name of signatory:

10. EVALUATION SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL (55 points)

a) Summary

Total Points: 55 points for key personnel is allocated as follows

- Contracts Manager = 20
- Site Agent = 15
- Foreman = 10
- Construction H&S Officer = 10
- **Total = 55**

b) Requirements

The experience of the key personnel who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the **Part C3: Scope of work** from three different points of view:

- 1) General experience (total duration of work activity), level of education and training and positions held.
- 2) The education, training, skills, experience and knowledge of issues which are pertinent to the **Part C3: Scope of Work**.
- 3) The experience of the key personnel must be post-qualification

c) Means of Verification:

Attach proof of qualifications, brief CV's and where applicable proof of professional registration for key personnel listed.

d) Listing of Key Personnel

Tenderers are requested to list key personnel by completing **SCHEDULE OF EXPERIENCE OF KEY PERSONNEL** appended to this schedule on the next page.

e) Scoring

Key Personnel Requirements (55 points)

| | | | |
|------------|---|--|----------------------|
| No | Key Personnel | | = 55 Points |
| 1. | Contracts Manager | | = (20 points) |
| | Requirements | | |
| | Minimum qualification = B Tech in Civil Engineering or Construction Management (NQF LEVEL 7) | | |
| | Minimum years of experience after qualification = 5 Years | | |
| 1.1 | Experience | | = 10 points |
| a) | 5 to below 7 years | | = 7 points |
| b) | 7 to below 10 years | | = 8 points |
| c) | 10 years and above | | = 10 points |
| 1.2 | Qualifications | | = 10 points |
| a) | B Tech degree in Civil Engineering or Construction Management | | = 7 points |
| b) | Honours Degree or Higher in Civil Engineering or Construction Management | | = 10 points |
| 2. | Site Agent | | = (15 points) |
| | Requirements | | |
| | Minimum qualification = Diploma in Civil Engineering or Construction Management (NQF LEVEL 5) | | |
| | Minimum years of experience after qualification = 5 years | | |
| 2.1 | Experience | | = 10 points |
| a) | 5 to below 7 years | | = 7 points |
| b) | 7 years or above | | = 10 points |
| 2.2 | Qualification | | = 5 points |
| a) | Diploma in Civil Engineering or Construction Management | | = 3.5 points |
| b) | National Diploma or higher in Civil Engineering or Construction Management | | = 5 points |
| 3. | Foreman | | = (10 points) |
| | Requirements | | |
| | Minimum qualification = N4 in Civil Engineering or Construction Management | | |
| | Minimum years of experience after qualification = 5 years | | |
| 3.1 | Experience | | = 5 points |
| a) | 5 to below 7 years | | = 3.5 points |
| b) | 7 to below 10 years | | = 4 points |
| c) | 10 years and above | | = 5 points |
| 3.2 | Qualifications | | = 5 points |
| a) | N4 in Civil Engineering or Construction Management | | = 3.5 points |
| b) | N5 or higher in Civil Engineering or Construction Management | | = 5 points |

| | | | |
|------------|---|----------|--------------------|
| No | Key Personnel | = | 55 Points |
| 4 | Construction Health and Safety Officer Requirements | = | (10 points) |
| | Minimum qualification = N6 in Safety Management (NQF 5) | | |
| | Minimum years of experience after qualification = 5 years | | |
| | Professional Registration requirements: Registration with SACPCMP as Construction Health and Safety officer (CHSO) | | |
| 4.1 | Experience | = | 5 points |
| a) | 5 to below 7 years | = | 3.5 points |
| b) | 7 to below 10 years | = | 4 points |
| c) | 10 years and above | = | 5 points |
| 4.2 | Qualification | = | 5 points |
| a) | N6 in Safety Management (NQF 5) | = | 3.5 points |
| b) | Diploma or higher in Safety Management | = | 5 points |

SCHEDULE OF PROPOSED PERSONELL

| No | Key Personnel | Name and Surname | Qualifications and Proof of Registration with Professional body | Total Number of years of experience after Qualification |
|----|--|------------------|--|---|
| 1 | Contracts Manager | | | |
| 2 | Site Agent | | | |
| 3 | Foreman | | | |
| 4 | Construction Health and Safety Officer | | | |
| | | | Qualification: Name of Professional Body: Date Registered: | |

Means of Verification: Tenderers are requested to attach brief CV's, Proof of Qualification for all the staff referred to above table and Proof of Professional Registration applicable.

MISA reserves the right to verify all information presented by the tenderer.

TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.

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

Name of Tenderer:Date:

Signature:Position:

Full name of signatory:

11. EVALUATION SCHEDULE 3: PLANT AND EQUIPMENT (20 points)

a) Requirements

Points will be allocated as indicated below for plant and equipment **owned and / or hired** by the Tenderer, and which will be available for the project, should the Tenderer be successful. Tenderers must complete the table below for availability of plant and equipment.

| Type of Equipment (Owned or Hired) | Owned | Hired |
|---|-----------|-----------|
| TLB (1 required) | 4 | 2.8 |
| Jack Hammer | 4 | 2.8 |
| Tipper (10m ³ minimum). (2 required) | 8 | 5.6 |
| Bomag type pedestrian roller. (1 required) | 4 | 2.8 |
| Total | 20 | 14 |

b) Means of Verification:

1. **In case where plant is owned by the Tenderer**, Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company or directors must be attached.
2. **In case where plant is owned by the director of the tendering company**, a letter from the Director must be attached as proof that the plant will be used for this project.
3. **In case where the plant is to be hired by the Tenderer**, a letter from a Plant Hire Company addressed to the tenderer with reference to this project clearly indicating the list of plant to be hired must be attached. Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the hiring company
4. **In case where the Tenderer own part of the required plant and part will be hired**, the tenderer must attach proof of ownership as per 1 above and plant hire letter as per 2 and 3 above accordingly.

Note: No other proof of ownership will be considered

c) Listing of required plant and equipment

Tenderers are requested to list required plant and equipment by **completing SCHEDULE OF PLANT AND EQUIPMENT** appended to this schedule on the next page.

SCHEDULE OF PLANT AND EQUIPMENT

| No | Description | Number Required | Maximum Points | Please indicate with X on which one is owned or hired | |
|----|--|-----------------|----------------|---|-------------|
| | | | | Owned | To be Hired |
| 1 | TLB | 1 | 4 | | |
| 2. | Jack Hammer | 1 | 4 | | |
| 3. | Tipper (10m ³ minimum). (2 points for each) | 2 | 8 | | |
| 4. | Bomag type pedestrian roller. | 1 | 4 | | |
| | Total | | 20 | | |

TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENT. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.

MISA reserves the right to verify all information presented by the tenderer.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of the Schedule 3 presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both true and correct

Name of Tenderer:Date:

Signature:Position:

Full name of signatory:

i. OTHER DOCUMENTS CONTAINED HEREIN IN THE TENDER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES AS LISTED BELOW.

12. 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. | | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

13. PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer’s handling of material deviations and qualifications.

| Page | Clause or item | Proposal |
|------|----------------|----------|
| | | |

Signed

Date

Name

Position

Tenderer



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/RSRR/ML/FS/042/2025/26

**PROJECT TITLE: ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM
MATJHABENG LOCAL MUNICIPALITY**

The Contract

Based on

General Conditions of Contracts for Constructions Works
2015, 3rd Edition



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/RSRR/ML/FS/042/2025/26

**ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG
LOCAL MUNICIPALITY**

C1 Agreements and Contract Data

C1.1 Form of offer and acceptance

OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

Total Amount: (in figure),

.....
.....
.....(in

words).

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name & signature of witness (Insert name and address of organisation)

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to 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 working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s) Ms. Mapatane Kgomo

Capacity Acting Chief Executive Officer

**for the
Employer**

1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046

Name &
signature of
witness

.....

.....

Date:

Schedule of Deviations

1 Subject: Additional Conditions: Tender Data

Details: Reference is made to the additional Conditions as reflected in the Tender Data: Part T1 of this document to be noted by the Tenderer and will form part of the contract as reflected in this schedule. The additional conditions are as follows;

Condition D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award

Condition E. Repudiation of Tender or Invalidation of Contract

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

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



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/RSRR/ML/FS/042/2025/26

**ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG
LOCAL MUNICIPALITY**

The Contract

Based on

General Conditions of Contracts for Construction Works
2015, 3rd Edition

| Clause | Contract Data |
|----------|---|
| | <p>The Employer's Agent is (also referred to as the Engineer): Phecron Engineering Group (Pty) Ltd 24 Pretorius Street Welkom 9459 Tel No: 076 726 4112</p> <p>The Employer's Agent is: T Phera (Phecron) The Employer's Project Manager is W.R McLeod (MISA)</p> |
| 1.1.1.17 | <p>Add the following to the clause:</p> <p>Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa.</p> |
| 1.1.1.26 | <p>The Pricing Strategy is Re-measurement Contract.</p> |
| 1.2.1.2 | <p>The Employer's address for receipt of communications and notices are:</p> <p>Municipal Infrastructure Services Agent Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046</p> <p>Telephone: 012 848 5300</p> <p>The addresses and telephone numbers of the Employer's Agent is:</p> <p>Phecron Engineering Group (Pty) Ltd 24 Pretorius Street Welkom 9459 076 726 4112</p> |
| 1.3.2 | <p>The governing law is the law of the Republic of South Africa.</p> |
| 1.3.3 | <p>The language of the Contract and for written communications is English.</p> |
| 1.3.5 | <p>Add the following to the clause:</p> <p>The Contract Specific Data, Specifications (other than Standardized Specifications), Bill of Quantities and Drawings are the copyright of Phecron Engineering Group (Pty) Ltd.</p> |
| 3.2.3 | <p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <p>Clause 5.12: Extension of Time for Practical Completion Clause 6.3: Variations Clause 6.6.3: Provisional/Expenditure of Contingency Allowance</p> |

| Clause | Contract Data |
|--------|---|
| 3.2.4 | <p>A Health and Safety Agent shall be appointed on this contract in terms of the Construction Regulations, 2014, as promulgated in terms of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project-generated H&S plan and submit such to the Health and Safety Officials for legal compliance assessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.</p> |
| 4.3.1 | <p>Add the following to the clause:</p> <p>"With effect from 30 June 2014, the conditions of employment applicable on conventional construction works shall be as set out in the Bargaining Council for Civil Engineering Collective Agreement promulgated in Government Gazettes Numbers 37748 and 37749 dated 20 June 2014. These conditions shall supersede those set out in Section C3.7.4: Employment Conditions, in the event of any conflict</p> <p>Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998.</p> <p>The Basic Conditions of Employment Act of 1997 (Act No 75 of 1997), as per Government Notice R63 of 25 January 2002, 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> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014, 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 be in possession of an approved Health and Safety Plan before commencement of the Works or any part thereof."</p> |
| 4.3.3 | <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.</p> <p>Inter alia, the Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall always be available for inspection on Site and handed over to the Employer on Final Completion of the project</p> |
| 4.5 | <p>Add the following new Sub-Clauses:</p> <p>4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</p> <p>4.5.6 On the request of the Contractor and certified by the Employer's Agent as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause.</p> |

| Clause | Contract Data |
|--------|---|
| | <p>The Contractor shall provide proof to the Employer's Agent of all payments effected by him.</p> <p>The Employer will deduct the sums advanced by the Employer, adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor if such sums are payable by the Contractor in the ordinary course of his business.</p> <p>The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</p> |
| 4.11.3 | <p>Add the following to Clause 4.11</p> <p>"Notwithstanding the wording of this Clause, on request of the Contractor, the Employer may at his sole discretion provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.</p> |
| 5.3.1 | <p>The following documentation is required before the Commencement with the Works:</p> <ul style="list-style-type: none"> a) Health and Safety Plan (Clause 4.3) b) Initial programme (Clause 5.6) (In PDF, MS project 2019) c) Security (Clause 6.2) (Guarantor must have valid FSP number) d) Insurance (Clause 8.6) (Guarantor must have valid FSP number) e) Letter of Good Standing f) Quality Assurance Plan g) Personnel Curriculum Vitae h) Construction Methodology |
| 5.3.2 | <p>The Contractor is required, within 14 days of the Commencement Date, to submit the documents listed below to the Employer's Agent for his approval.</p> <p>Health and Safety Plan</p> <p>A health and safety plan in terms of Clause 7(1) of the Construction Regulations (February 2014).</p> <p>Initial Programme</p> <p>An Initial Programme of work in terms of Clause 5.6. The <i>Contractor</i> submits revised programme at intervals no longer than 4 weeks</p> <p>Security</p> <p>A guarantee from an Insurance Company to be jointly and severally bound with the for an amount equal to ten per cent (10%) of the Contract Price. The format of the Guarantee shall be identical to the pro forma currently in use by the General conditions</p> |

| Clause | Contract Data |
|--------|---|
| | <p>of Contract, 2015.</p> <p>Insurance</p> <p>Submit copies of receipts of registration, or payment for the premiums for the following as required by the new Clause 8.6 in this Contract Data.</p> <ul style="list-style-type: none"> a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident. c) Insurance on an All-Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third-Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million. e) Signed subcontract agreements with EME subcontractors including full details of work package agreed on for each EME. <p>Quality Assurance Plan</p> <p>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.</p> <p>The quality manager shall be resident on site full time. No construction activities shall take place on site before the Employer's Agent approves the Quality Assurance Plan.</p> |
| 5.4.2 | <p>Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in the Site Information.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.</p> <p>Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.</p> |
| 5.5.1 | <p>The Due Completion date for the project is four (4) months after commencement date.</p> |
| 5.7 | <p>Add the following to Sub-Clause 5.7:</p> <p>Delete the last sentence and add the following:</p> <p>The contractor shall within 3 days of receipt of notification submit to the Engineer in writing the action(s) the contractor intends to take to expedite the rate of progress, and</p> |

| Clause | Contract Data | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------|--|-------|--------------------------|---------|----|----------|----|-------|---|-------|---|-----|---|------|---|------|---|--------|---|-----------|---|---------|---|----------|---|----------|----|--------------|-----------|
| | within 7 days of receipt of notification implement such steps. The contractor shall as part of his actions submit to the Engineer a detailed revised program accommodating the agreed steps to meet the Due Completion date. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.8.1 | <p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00.</p> <p>Non-working days are Saturdays and Sundays and special non-working days are public holidays, election day of the local government elections and national elections (when applicable) and the official builder's holidays as defined by SAFCEC.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.8.1.5 | <p><u>Add the following additional Clause to Clause 5.8</u></p> <p>"The cost of supervision by the Employer's Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor's account".</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.12.2.2 | <p><u>Add to Clause 5.12.2.2:</u></p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day due to wet site conditions</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.:</p> <table border="1" data-bbox="376 1491 1182 1984"> <thead> <tr> <th data-bbox="376 1491 775 1525">MONTH</th> <th data-bbox="775 1491 1182 1525">Allowable days per month</th> </tr> </thead> <tbody> <tr> <td data-bbox="376 1525 775 1559">January</td> <td data-bbox="775 1525 1182 1559">11</td> </tr> <tr> <td data-bbox="376 1559 775 1592">February</td> <td data-bbox="775 1559 1182 1592">10</td> </tr> <tr> <td data-bbox="376 1592 775 1626">March</td> <td data-bbox="775 1592 1182 1626">9</td> </tr> <tr> <td data-bbox="376 1626 775 1659">April</td> <td data-bbox="775 1626 1182 1659">5</td> </tr> <tr> <td data-bbox="376 1659 775 1693">May</td> <td data-bbox="775 1659 1182 1693">2</td> </tr> <tr> <td data-bbox="376 1693 775 1727">June</td> <td data-bbox="775 1693 1182 1727">1</td> </tr> <tr> <td data-bbox="376 1727 775 1760">July</td> <td data-bbox="775 1727 1182 1760">1</td> </tr> <tr> <td data-bbox="376 1760 775 1794">August</td> <td data-bbox="775 1760 1182 1794">2</td> </tr> <tr> <td data-bbox="376 1794 775 1827">September</td> <td data-bbox="775 1794 1182 1827">3</td> </tr> <tr> <td data-bbox="376 1827 775 1861">October</td> <td data-bbox="775 1827 1182 1861">7</td> </tr> <tr> <td data-bbox="376 1861 775 1895">November</td> <td data-bbox="775 1861 1182 1895">9</td> </tr> <tr> <td data-bbox="376 1895 775 1928">December</td> <td data-bbox="775 1895 1182 1928">11</td> </tr> <tr> <td data-bbox="376 1928 775 1984">TOTAL</td> <td data-bbox="775 1928 1182 1984">71</td> </tr> </tbody> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by</p> | MONTH | Allowable days per month | January | 11 | February | 10 | March | 9 | April | 5 | May | 2 | June | 1 | July | 1 | August | 2 | September | 3 | October | 7 | November | 9 | December | 11 | TOTAL | 71 |
| MONTH | Allowable days per month | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| January | 11 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| February | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| March | 9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| April | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| May | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| June | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| July | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| August | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| October | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| November | 9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| December | 11 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | 71 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Clause | Contract Data |
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| | <p>substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for above, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p> |
| 5.12.2.4 | <p><u>Amend the clause to read as follows:</u></p> <p>"Any disruption which is entirely beyond the Contractor's control except for internal (contractors own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.</p> |
| 5.12.5 | <p><u>Add the following new sub-clause to Clause 5.12</u></p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programmer for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p> |
| 5.13.1 | <p>The penalty for failing to complete the Works within the abovementioned time limit, plus approved extensions of time or condonation thereof is R2 325.00 (VAT inclusive) per calendar day.</p> |
| 5.14.1 | <p>The requirements for achieving Practical Completion will be determined by the Employer's Agent in consultation with the Contractor and Employer, but will as a minimum entail the following:</p> <ul style="list-style-type: none"> • Full access to the completed works by the Employer. |
| 5.14.5.5 | <p><u>Delete Clause 5.14.5.5 and replace with:</u></p> <p>"Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data."</p> |
| 5.16.3 | <p>The latent defect period is ten (10) years for Civil Engineering works</p> |
| 6.2.1 | <p>Replace the wording "as selected" in Clause 6.2.1 with "as stated".</p> <p>The security to be provided by the Contractor for each work assignment shall be:</p> <ul style="list-style-type: none"> • a performance guarantee of ten per cent (10%) of the Contract Sum, plus • retention money of ten per cent (10%), amounting to five per cent (5%) of the Contract Price (Limit of Retention money). This guarantee shall be from a registered financial service provider (FSP) and registered with National Credit |

| Clause | Contract Data |
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| | <p>Regulator (NCR).</p> <p>Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3.</p> <p>The performance guarantee shall be from an approved Insurance Company or Financial Institution to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C 1.3: Form of Guarantee of the Contract Data.</p> |
| 6.2.2 | <p><u>Replace the entire contents of Clause 6.2.2 with the following:</u></p> <p>"If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause C 1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."</p> |
| 6.2.3 | <p><u>Replace the entire contents of Clause 6.2.3 with the following:</u></p> <p>"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the issue of the Certificate of Completion."</p> |
| 6.4 | <p>Add the following to the end of the clause:</p> <p>"If the Employer's Agent requests prices or rates for extra or additional work, the Contractor shall supply the prices or rates for the work within fourteen (14) days of the request. If the Employer's Agent considers the prices or rates unreasonable, he/she shall request the Contractor to revise these prices or rates immediately if not agreement is reached the Employers Agent shall determine the appropriate rate or have the right to appoint another contractor to carry out the works. Delays that arise as a result of the Contractor's failure to supply reasonable rates within the fourteen (14) days period shall be the responsibility of the Contractor.</p> <p>The prices or rates shall be accompanied by a fully detailed, complete break-down indicating mark- ups throughout and copies of suppliers/sub-contractors quotations shall be attached.</p> <p>On completion of the extra or additional work, and when the Contractor has made payment to his/her suppliers/sub-contractors, the Contractor shall supply the Employer's Agent with copies of all his/her suppliers/sub-contractors, invoices and receipts."</p> <p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to this Clause.</p> |
| 6.8.2 | <p>The application of a Contract Price Adjustment factor will NOT apply to this Contract.</p> |
| 6.8.3 | <p>Price Adjustments for variations in the cost of special materials is NOT allowed.</p> |
| 6.10.1.5 | <p>The percentage advance on materials not yet built into the Permanent Works is 80%. These materials on site must be secured by the contractor and belongs to the Employer.</p> |
| 6.10.3 | <p><u>Replace the entire contents of Clause 6.10.3 with the following:</u></p> <p>"Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention</p> |

| Clause | Contract Data |
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| | <p>money”), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data."</p> <p>The percentage Performance Guarantee 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.</p> |
| 6.10.4 | <p><u>Amend the following clause:</u></p> <p>Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days" and "within 30 days".</p> <p>Add the following to the last sentence of Clause 6.10.4:</p> <p>“..., dated as at the date of delivery of the Contractor’s statement to the Employer’s Agent.”</p> <p>Add the following to Clause 6.10.4:</p> <p>“Notwithstanding the above, the Employer’s Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause</p> <p>4.10.2 and 6.10.4 and has submitted any other documentation that may be requested by the Employers Agent, and as described in the Scope of Work.”</p> |
| 6.10.4 | <p><u>Add the following sub-clause 6.10.4.1:</u></p> <p>"The Contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Annexure C5.3, together with the monthly payment certificate. If the contractors choose to delay submitting payment certificate, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer.</p> <p>Payment to the Contractor will not be processed until the EPWP reporting or any other reports as agreed to for the specific month is provided. In addition, a penalty for late submission of R1 500.00 per day will be applicable for every day after the 5th working day of the subsequent month to the reporting month.</p> <p>The completed EPWP reporting template should be accompanied by the following supporting documents:</p> <ul style="list-style-type: none"> • Contract of employment (Individual and/or Entity) • Certified South African ID copy (certification date not older than 3 months) • Payment and attendance register. • Schedule of payment for SMMEs <p>The Consultant shall, before certifying a contractor’s payment certificate, ensure that contractor has submitted labour information in a format and timeframe specified by the employer. The original payment certificates with all monthly reports should be submitted to the Employer on or before the 20th of every month.</p> <p>If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment. If the contractor chooses to</p> |

| Clause | Contract Data |
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| | delay submitting payment invoices, labour information shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoice shall not be paid until all pending labour information has been submitted." |
| 6.11.1.3 | In line 3 of the second paragraph delete "15" and replace it with "30%". |
| 8.6.1.5 | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Limit of indemnity shall be R2 million per event, the number of events being unlimited."</p> |
| 7.5.1 | <p><i>Add the following to Clause 7.5.1:</i></p> <p><i>"The Contractor shall give notice to the Employer's Agent at least 72 hours' notice for the inspection of the works."</i></p> |
| 8.6.6 | <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within fourteen (14) days of the Date of Commencement."</p> <p>In the case of insurance expiry during the construction contract period, the Contractor must provide confirmation of insurance extension, or a replacement guarantee 28 days prior to the expiry thereof.</p> <p>Failure to provide such will result in the Employer obtaining the right to call on the guarantee as it is a breach of contract.</p> |
| 9.1.4 | <p><u>Replace Clause 9.1.4 with the following:</u></p> <p>"Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <p>(h) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</p> <p>(i) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities.</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the due completion date."</p> |

| Clause | Contract Data |
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| 10.3.2 | Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration. |
| 10.5.1 | Dispute resolution shall be by ad-hoc adjudication. |
| 10.5.3 | <p>The number of Adjudication Board Members to be appointed is one (1).</p> <p>The <i>arbitration procedure</i> is as set out in the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body</p> <p>The place where arbitration is to be held is to be Advised</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is <p>the Chairman of the Association of Arbitrators (Southern Africa) or its successor body</p> |
| 10.7.1 | The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration. |
| 11 | <p><u>Add the following additional clause:</u></p> <p>“11 Details to be confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.”</p> |

C1.3: Contract Data (Part 2)

Part 2: Data provided by the Contractor

| Clause | Contract Data | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|--|-----------------------------------|--------|---------|--|-----------|---------|-------------------------------------|------------------|---------|--|-------------------|---------|--|----------------------|---------|--|--------------|---------|--|---------------|---------|--|-----------|---------|--|---------------|---------|--|-----------------|---------|--|------------|---------|--|-------|---------|--|---------------|--------------------|
| 1.1.1.9 | The name of the Contractor is: <hr/> <hr/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.2.1.2 | The Contractor's address for receipt of communications and notices is: Telephone: _____ Facsimile: _____ E-mail: _____ Address: _____ <hr/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.12.1 | The time for completing the works is 16 weeks (4 Months) . | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.5.1.2.3 | The allowances percentage of the following items must be completed: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Percentage Allowance for Workman:</td> <td style="width: 30%;">Labour</td> <td style="width: 30%; text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Machinery</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td>Percentage Allowance for Materials:</td> <td>Cost of Material</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Contractor Profit</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Subcontractor Profit</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Time Keeping</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Clerical work</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Insurance</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Establishment</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Superintendence</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Hand tools</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Other</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td></td> <td>Total:</td> <td style="text-align: right;">_____ 100 %</td> </tr> </table> | Percentage Allowance for Workman: | Labour | _____ % | | Machinery | _____ % | Percentage Allowance for Materials: | Cost of Material | _____ % | | Contractor Profit | _____ % | | Subcontractor Profit | _____ % | | Time Keeping | _____ % | | Clerical work | _____ % | | Insurance | _____ % | | Establishment | _____ % | | Superintendence | _____ % | | Hand tools | _____ % | | Other | _____ % | | Total: | _____ 100 % |
| Percentage Allowance for Workman: | Labour | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Machinery | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Percentage Allowance for Materials: | Cost of Material | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Contractor Profit | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Subcontractor Profit | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Time Keeping | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Clerical work | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Insurance | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Establishment | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Superintendence | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Hand tools | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Other | _____ % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total: | _____ 100 % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 6.8.3 | The contractor is to list below any special materials on which any increase or decrease in price must be considered separately from any contract price adjustment formula: | | |
| | Type Material | Unit | Rate or Price |
| | | | |



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/RSRR/ML/FS/042/2025/26

ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

PERFORMANCE GUARANTEE (Pro Forma)

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent " means:

"Works" means:.....

"Site" means:

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

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

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means:.....(*Given date*) or any other later date set by the Contractor and /or Employer provided such instruction is received prior to the Expiry date as indicated.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Performance Certificate 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 payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Performance Certificate has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent 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) calendar 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 calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9.9. 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.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. 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.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/TWWTW/FS/025/2025/26

**PROJECT TITLE: ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM
MATJHABENG LOCAL MUNICIPALITY**

PART C2: PRICING DATA

INDEX

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 SCHEDULE OF QUANTITIES

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- 1 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 2 All payments are subject to re-measurement, only quantities which have been measured as completed, in terms of the Scope of Work and Specifications, will be paid. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste. The final design drawings and accompanying construction bill of quantities provided by the contractor and design engineer, will be approved by the assigned MISA project manager and will be required to facilitate implementation of the C.2.2 Schedule of quantities.
- 3 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the project specifications. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are

consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

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

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 Contingencies allowed for in this schedule of quantities shall be utilised at the discretion of the Employer represented by the Acting Chief Director: Infrastructure Delivery, Maintenance & Stakeholder Coordination
- 9 Provisional Sums in the schedule of quantities shall be utilised at the discretion of the Project Manager. In addition, provisional sums may be omitted entirely by the Project Manager if so required.
- 10 Those parts of the works to be constructed using labour-intensive methods **have been marked in the schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 11 Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.

Payment for items which are designated to be constructed labour-intensively (either in this

- 12 schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

13 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Tenderer tenders to do the work
- Amount : The quantity of an item multiplied by the tendered rate of the (same) item
- Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

14 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

15 All items in the Bill of Quantities include all the resources, materials, tools & equipment as well as labour required to execute the work to completion. Where the Scope of Work requires detailed drawings and designs from the Contractor or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.

- mm = millimetre
- m = metre
- km = kilometre
- km-pass = kilometre-pass
- m² = square metre
- m²-pass = square metre-pass
- ha = hectare
- m³ = cubic metre
- m³-km = cubic metre-kilometre
- kW = kilowatt
- kN = kilonewton
- kg = kilogram
- t = ton (1 000 kg)
- % = per cent
- MN = meganewton
- MN-m = meganewton-metre
- PC Sum = Prime Cost Sum
- Prov Sum = Provisional Sum

C2.2 SCHEDULE QUANTITIES

CONTRACT REQ1005

No:

ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY



SCHEDULE A: PRELIMINARY AND GENERAL

SECTION 1200

| ITEM | LIC | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---------------|-----|---|----------|-----------|------|------------|
| 12 | | GENERAL REQUIREMENTS AND PROVISIONS | | | | |
| B12.03 | | (a) Allow provisional sum for existng services to be relocated and/or protected as ordered by the engineer | Prov sum | 1 | | R10 000,00 |
| | | (b) Handling costs and profit in respect of sub- item B12,03 (a) above | % | 10 000,00 | | |
| B12.04 | | Provision for Community Liason Officer | | | | |
| | | (a) Provisional sum for the payment of the Community Liason Officer and Project Steering Committee | Prov sum | 1 | | R30 000,00 |
| | | (b) Handling costs and profit in respect of sub- item 12.04 (a) | % | 30000 | | |
| B12.05 | | Complying with Health and Safety Obligation | | | | |
| | | Health and safety obligations in terms of construction regulations 2014 and OHS Act 85 of 1993 | Month | 4 | | |
| B12.06 | | Dayworks | | | | |
| | | Labour | Prov Sum | 1 | | R5 000,00 |
| | | Percentage mark-up on Item 3.1,1 | % | 5000 | | |
| | | Plant | | | | |
| | | Rates shall be deemed to include the cost of transpotation and delivery of plants to site | | | | |
| | | Tipper Trucks 15m ³ (large) | hr | 1 | | |
| | | LDV 1 Ton | hr | 1 | | |
| | | Jack Hammer | hr | 1 | | |
| | | Water Sprinkler | hr | 1 | | |

| | | | | | | |
|-----------------------|--|----------------------|----|---|--|--|
| | | Rotary Broom | hr | 1 | | |
| | | Binder Distributer | hr | 1 | | |
| | | Planing Machine | hr | 1 | | |
| | | Pneumatic Compactors | hr | 1 | | |
| | | TLB 8 ton 4x4 drive | hr | 1 | | |
| Total Carried Forward | | | | | | |

CONTRACT No: REQ1005

ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY



SCHEDULE A: PRELIMINARY AND GENERAL

SECTION 1300

| ITEM | LIC | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|----------------------------------|-----|---|-------|-----|------|----------|
| 13 | | CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS | | | | |
| B13.01 | | Contractor's general obligations | | | | |
| | | (a) Fixed obligations | Sum | 1 | | |
| | | (b) Value-related obligations | Sum | 1 | | |
| | | (c) Time-related obligations | Month | 4 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT REQ1005
No:

ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG
LOCAL MUNICIPALITY



SCHEDULE A: PRELIMINARY AND GENERAL
SECTION 1400

| ITEM | LIC | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|----------------------------------|-----|---|----------------|--------|------------|------------|
| 14 | | HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL | | | | |
| 14,01 | | Office and laboratory accommodation | | | | |
| | | (a) Offices (interior floor space only) | m ² | 27 | | |
| | | (c) Open concrete working floors, 150 mm thick | m ² | 27 | | |
| | | (d) Roofs over open concrete working floors | m ² | 27 | | |
| | | (e) Ablution units | m ² | 2 | | |
| 14,02 | | Office and laboratory furniture | | | | |
| | | (a) Chairs | No | 6 | | |
| | | (f) Conference tables | No | 1 | | |
| B14.07 | | Rented, hotel and other accommodation | | | | |
| | | (a) Provisional sum for providing rented housing, hotel or other accommodation for engineer | Prov sum | 1 | R13 500,00 | R13 500,00 |
| | | (b) Handling costs and profit in respect of subitem B14.07(a) | % | 13 500 | | |
| Total Carried Forward to Summary | | | | | | |

CONTRACT No: REQ1005

ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY



SCHEDULE A: PRELIMINARY AND GENERAL

| SECTION | | DESCRIPTION | | | | AMOUNT R |
|---|--|---|--|--|--|----------|
| 1200 | | GENERAL REQUIREMENTS AND PROVISIONS | | | | |
| 1300 | | CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS | | | | |
| 1400 | | HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL | | | | |
| Total Carried Forward To Summary Of Schedules | | | | | | |

CONTRACT REQ1005
No:



**ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM
MATJHABENG LOCAL MUNICIPALITY**

SCHEDULE B: ROADWORKS

SECTION 1500

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|--|----------|----------|------|----------|
| 15 | | ACCOMODATION OF TRAFFIC | | | | |
| 15.03 | | Temporary traffic-control facilities | | | | |
| | | (a) Flagmen | man-days | 330 | | |
| | | (b) Portable STOP and GO-RY signs | no | 6 | | |
| | | (e) Road signs R and TR series 900mm dia | | | | |
| | | (i) Mounted on stands | no | 10 | | |
| | | (f) Road signs W and TW series 1200mm sides | | | | |
| | | (i) Mounted on stands | no | 10 | | |
| | | (h) Delinators | | | | |
| | | (ii) Double sided, size 150mm x 600mm | no | 25 | | |
| | | (j) Traffic cones TD4 (minimum 600mm) | no | 25 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT REQ1005
No:



**ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG
LOCAL MUNICIPALITY**

SCHEDULE B: ROADWORKS

SECTION 1700

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|------------------------------|------|----------|------|----------|
| 17 | | CLEARING AND GRUBBING | | | | |
| 17.01 | | Clearing and grubbing | ha | 0,70 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT REQ1005
No:



**ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG
LOCAL MUNICIPALITY**

SECTION
2100

SCHEDULE B: ROADWORKS

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|--|----------------|----------|------|----------|
| 21 | | DRAINS | | | | |
| 21.01 | | Excavation for open drains | | | | |
| | | (i) 0m up to 1,5m | m ³ | 12,00 | | |
| 21.02 | | Clearing and shaping existing open drains | m ³ | 24,00 | | |
| 21.18 | | Excavations for the clearing of concrete side drains | m ³ | 24 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT REQ1005
No:



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION
2200

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|---|----------------|----------|------|-----------|
| 22 | | PREFABRICATED CULVERTS | | | | |
| 22.12 | | Removing of existing concrete slab | | | | |
| | | (b) Reinforced concrete | m ³ | | | Rate Only |
| 22.26 | | Hand excavations to determine the positions of existing services | m ³ | 5,00 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT No: REQ1005

ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY



SCHEDULE B: ROADWORKS

SECTION 2300

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|------------------------------|-----|---|----------------|----------|------|-----------|
| 23 | | CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS | | | | |
| 23,01 | | Concrete kerbing | | | | |
| | | (a) Edge beam | | | | |
| | LI | (7) Figure 7 kerb | m | 10 | | |
| 23.07 | | Trimming of excavations for concrete-lined open channels | | | | |
| | | (a) In soft material | m ² | | | Rate Only |
| 23.08 | | Concrete lining for open drains: | | | | |
| | | (a) Cast in situ concrete lining (C25/19 V-open channel) | m ³ | | | Rate Only |
| | | (b) Class U2 surface finish to cast in situ concrete (V-open channel) | m ² | | | Rate Only |
| 23.09 | | Formwork to cast in situ concrete lining for open drains (class F2 surface finish): | | | | |
| | | (b) To sides with formwork on both internal and external faces | m ² | | | Rate Only |
| 23.12 | | Steel reinforcement: | | | | |
| | | (b) Ref Mesh #245 | t | | | Rate Only |
| 23,14 | | Cutting bituminous surfacing and pavement layers for concrete kerbing channeling or concrete | m | 10 | | |
| 23.16 | | Demolish and remove existing kerbing, channelling and edging off site | | | | |
| | | (a) Precast kerb | m | 30 | | |
| Total Carried Forward | | | | | | |

CONTRACT REQ1005
No:



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 3400

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|--|----------------|----------|------|----------|
| 34 | | PAVEMENT LAYERS OF GRAVEL MATERIAL | | | | |
| 34.01 | | Pavement layers constructed from gravel taken from commercial sources (b) Gravel subbase (unstabilized gravel) compacted to: (i) 95% of modified AASHTO density (100mm G5 Material) | m ³ | 300,00 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT REQ1005
No:



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 3600

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|---|----------------|----------|------|----------|
| 36 | | CRUSHED-STONE BASE | | | | |
| 36.01 | | Crushed stone base | | | | |
| | | (b) Constructed from type G1 material obtained from commercial source and compacted 88% of apparent relative density(100mm) | m ³ | 300,00 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT No: REQ1005



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 3800

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|---|----------------|----------|------|----------|
| 38 | | BREAKING UP EXISTING PAVEMENT | | | | |
| 38.01 | | Excavating and removing existing bituminous material (b) Material to be disposed of with the average depth of excavation: (ii) Exceeding 30mm but not exceeding 60mm | m ² | 3 000,00 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT REQ1005
No:



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 3900

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|--|----------------|----------|------|-----------|
| 39 | | PATCHING AND REPAIRING EDGE BREAKS | | | | |
| 39.01 | | Sawing asphalt or cemented pavement layers for patching: | | | | |
| | | (a) Sawing asphalt to an average depth: | | | | |
| | | (i) Not exceeding 50mm | m ² | 3 000,00 | | |
| | | (ii) Exceeding 50mm but not exceeding 100mm | m ² | | | Rate Only |
| 39.02 | | Excavation in existing pavements for patching in Asphalt layers (200mm Deep) | | | | |
| | | (a) Asphalt layers | m ³ | 600,00 | | |
| 39.04 | | Compacting the floor of excavations for patching | m ² | | | Rate Only |
| 39.05 | | Cutting back the edges of the existing surfacing for the repairing of edge breaks | m | 520 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT REQ1005
 No:



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 4100

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|--|----------------|----------|------|-----------|
| 41 | | PRIME COAT | | | | |
| 41.01 | | Prime Coat: | | | | |
| | | (c) MC-30 cut back bitumen | litre | 2 100,00 | | |
| 41.02 | | Aggregate for blinding | m ² | | | Rate Only |
| 41.03 | | Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment | litre | | | Rate Only |
| Total Carried Forward To Summary | | | | | | |

CONTRACT No: REQ1005



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 4200

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|---|----------------|----------|------|-----------|
| 42 | | ASPHALT BASE AND SURFACING | | | | |
| | | (a) Medium continuously graded asphalt (thickness 40mm) | m ² | 3000 | | |
| 42.08 | | 100 mm cores in asphalt paving | No | 4,00 | | |
| 42.15 | | Application of prime coat or tack coat to the edges of a layer | litre | | | Rate Only |
| Total Carried Forward To Summary | | | | | | |

CONTRACT **REQ1005**
No:

ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 4800

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|--|-------|----------|------|-----------|
| 48 | | TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS | | | | |
| 48.01 | | Treatment with diluted bituminous emulsion (fog spray): | | | | |
| | | (a) 30% bitumen emulsion | litre | | | Rate Only |
| 48.06 | | Cleaning the cracks with compressed air | km | | | Rate Only |
| 48.07 | | Applying bitumionus binders and herbicides for sealing cracks | | | | |
| | | (b) Anionic stable-grade emulsion mixed with synthtic modifiers | litre | | | Rate Only |
| 48.09 | | Rolling the cracks | m | | | Rate Only |
| Total Carried Forward To Summary | | | | | | |

CONTRACT REQ1005
No:



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 5100

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|--|----------------|----------|------|-----------|
| 51 | | PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION | | | | |
| 51.01 | | Stone pitching: | | | | |
| | LI | (b) Grouted stone pitching with mortar | m ² | | | Rate Only |
| 51.05 | | Concrete edge beams | | | | |
| | LI | (a) Class 15/38 | m ³ | 6,00 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT REQ1005
No:



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 5600

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|---|----------------|----------|------|----------|
| 56 | | ROAD SIGNS | | | | |
| B56.01 | | Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from: | | | | |
| | | (c) Prepainted galvanized steel plate (chromadek 1,6 mm thick or approved equivalent): | | | | |
| | | (i) Area not exceeding 2 m ² | m ² | 8,00 | | |
| 56,02 | | Extra over item 56.01 for using: | | | | |
| | | (a) Background of retro-reflective material of: | | | | |
| | | (ii) Class 11 | m ² | 8,00 | | |
| | | (b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material: | | | | |
| | | (i) Class 11 | m ² | 8,00 | | |
| 56,03 | | Road sign supports (overhead road sign structures excluded): | | | | |
| | | (b) Steel tubing | t | 0,50 | | |
| 56,05 | LI | Excavation and backfilling for road sign supports (not applicable to kilometre posts) | m ³ | 5,00 | | |
| Total Carried Forward To Summary | | | | | | |

CONTRACT **REQ1005**
No:

ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SECTION 5700

| ITEM | LIC | Item Description | Unit | Quantity | Rate | Amount R |
|---|-----|--|----------------|----------|------|-----------|
| 57 | | ROAD MARKINGS | | | | |
| 57,01 | | Road marking paint: | | | | |
| 57,02 | | Retro-reflective road marking paint: | | | | |
| | | (a) White lines (broken or unbroken) | | | | |
| | | (i) 100 mm wide | km | 1,00 | | |
| | | (ii) 150 mm wide | km | 1,00 | | |
| | | (a) Yellow lines (broken or unbroken) | | | | |
| | | (i) 100 mm wide | km | 1,00 | | |
| | | (ii) 150 mm wide | km | 1,00 | | |
| | | (d) White lettering and symbols | m ² | 4,00 | | |
| | | (d) Yellow lettering and symbols | m ² | 4,00 | | |
| 57,06 | | Setting out and premarking the lines (Excluding traffic-island markings, lettering and symbols) | km | 1,00 | | |
| 57,07 | | (e) 25mm high ×100mm wide asphalt rumble strips | m | | | Rate Only |
| Total Carried Forward To Summary | | | | | | |

CONTRACT **REQ1005**
No:



ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM MATJHABENG LOCAL MUNICIPALITY

SCHEDULE B: ROADWORKS

SUMMARY OF SECTIONS

| Section | Description | | | | Amount R |
|---|--|--|--|--|----------|
| 1500 | ACCOMODATION OF TRAFFIC | | | | |
| 1700 | CLEARING AND GRUBBING | | | | |
| 2100 | DRAINS | | | | |
| 2200 | PREFABRICATED CULVERTS | | | | |
| 2300 | CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS | | | | |
| 3400 | PAVEMENT LAYERS OF GRAVEL MATERIAL | | | | |
| 3600 | CRUSHED-STONE BASE | | | | |
| 3800 | BREAKING UP EXISTING PAVEMENT | | | | |
| 3900 | PATCHING AND REPAIRING EDGE BREAKS | | | | |
| 4100 | PRIME COAT | | | | |
| 4200 | ASPHALT BASE AND SURFACING | | | | |
| 4800 | TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS | | | | |
| 5100 | PITCHING, STONework AND PROTECTION AGAINST EROSION | | | | |
| 5600 | ROAD SIGNS | | | | |
| 5700 | ROAD MARKINGS | | | | |
| Total Carried Forward To Summary Of Schedules | | | | | |



| SUMMARY OF SCHEDULES | | |
|-----------------------------|-------------------------------------|----------|
| Schedule | Description | AMOUNT R |
| A | SCHEDULE A: PRELIMINARY AND GENERAL | |
| | | |
| B | SCHEDULE B: ROADWORKS | |
| | | |
| C | TOTAL | |
| | | |
| D | 10% CONTINGENCIES | |
| | | |
| E | TOTAL | |
| | | |
| F | 15% VAT | |
| | | |
| G | GRAND TOTAL | |

Signed

Date

Name

Position

Enterprise name



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

MISA/TWWTW/FS/025/2025/26

**PROJECT TITLE: ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM
MATJHABENG LOCAL MUNICIPALITY**

PART C3: SCOPE OF WORKS

INDEX

PART C3: SCOPE OF WORKS

- C3.1 DESCRIPTION OF THE WORKS**
- C3.2 ENGINEERING**
- C3.3 PROCUREMENT**
- C3.4 PROJECT SPECIFICATIONS**
- C3.5 PARTICULAR SPECIFICATIONS**

C3.1. DESCRIPTION OF THE WORKS

The project entails the repair of road defects and potholes along selected roads within Welkom. The intervention will focus on the following roads: Stateway, Jan Hofmeyer Road, Tempest Road and Constantia Road.

The scope of work includes the identification and repair of surface defects, patching of potholes, reinstatement of failed asphalt sections, and localized rehabilitation where required to restore the structural integrity and riding quality of the affected roads.

The Matjhabeng Local Municipality is a Category B municipality situated within the Lejweleputswa District in the Free State Province. The Municipality consists of five towns, namely Welkom, Virginia, Ventersburg, Odendaalsrus and Allanridge.

C3.1.1. EXTENT OF WORKS

The Project Specifications form an integral part of the contract documentation, and it supplements the Standard Specifications.

The Standard Specifications which form part of this Contract covers work associated with general infrastructure projects and may therefore cover items not specifically applicable to this particular contract.

The description of the work contained in this section is merely an outline of the Scope of Works but does not limit the work to be carried out under this Contract. Approximate quantities for each type of activity to be carried out under the Contract are listed in the Schedule of Quantities bound in this volume.

The project entails the identification, repair, and reinstatement of pavement defects and potholes along selected roads within Welkom. The objective is to restore road safety, improve ride quality, prevent further pavement deterioration, and extend the service life of the affected roads.

The works will primarily consist of localized pavement repairs and surface reinstatement and will not include full road rehabilitation.

The scope shall be as follows:

- Establish site camp and traffic accommodation.
- Provide temporary traffic control and signage in accordance with the South African Road Traffic Signs Manual (SARTSM).
- Set out and mark areas requiring repair.
- Prepare method statements for approval.
- Break and remove the existing asphalt layer and dispose of the material at an approved dumping site identified and arranged by the Contractor.
- Excavate the existing layers to the depth of 200mm and dispose of the material at an approved dumping site identified and arranged by the Contractor.
- Supply and place G5 material for 100 mm subbase layer, compacted to specification, measured per cubic metre.

- Supply and place G1 material for 100 mm base layer, compacted to specification, measured per cubic metre.
- Saw cut perimeter of repair areas to neat vertical edges.
- Apply approved prime coat to prepared base at specified application rate.
- Place hot-mix asphalt.
- Ensure patched areas are flush with surrounding surface.
- Reinstatement of road markings.
- Cleaning and drainage improvements in affected areas.

The areas identified for repair are highlighted in red on the image below



C3.1.2. LOCATION OF THE WORKS

The project is located in Welkom, under Matjhabeng Local Municipality in the Free State Province.

Welkom is situated in the central Free State Province of South Africa, approximately 140 km northeast of Bloemfontein and about 160 km southwest of Johannesburg. The town lies along the R30 route between Bloemfontein and Kroonstad and forms part of the Matjhabeng Local Municipality. Welkom is centrally located within the Free State Goldfields region and is well connected to surrounding towns such as Virginia, Odendaalsrus, and Allanridge.

The repairs will be limited to four (4) roads namely, Stateway, Jan Hofmeyer Road, Tempest Road and Constantia Road.

The GPS coordinates of the projects are given in below.

| Road Name | Longitude | Latitude |
|-------------------|---------------|---------------|
| Stateway Road | 27°58'24.10"S | 26°41'20.46"E |
| Tempest Road | 27°57'54.34"S | 26°45'18.58"E |
| Jan Hofmeyer Road | 27°58'52.92"S | 26°46'46.89"E |
| Constatia Road | 27°58'16.32"S | 26°45'11.30"E |

C3.1.3. OVERVIEW OF THE WORKS

a. Construction program

It is required that the bidder submit a detailed construction program linked to the duration of the project and clearly indicating the key deliverables, time frames and sequence of events.

The Contractor's programme shall include:

- (i) All construction activities with comprehensive and sufficient detail to assess construction progress and manage and control financial issues.
- (ii) It must indicate coherent planning to enable the Employer's Agent to perform required and necessary actions, e.g. to issue notifications, to obtain permissions, etc.
- (iii) Indicate critical path activities and their dependencies
- (iv) Include key flags and dates in respect of work to be carried out by others
- (v) Indicate key dates in respect of information required from others, including the Employer's Agent, local authorities, and other contractors and sub-contractors working in the area.

If any significant change to the critical path occurs, the Contractor shall, as soon as possible, notify the Employer's Agent thereof in writing. If requested in writing by the Employer's Agent a revised construction programme shall be submitted within 7 days.

b. Water and power supply and other services

The Contractor shall make his own arrangement and pay all installation and consumption charges for the supply of water, electrical power and other services required.

c. Camps and depot

The Contractor shall make his own arrangements with the local authority with regards to the location of a site for his temporary camp for offices, stores, workshops and for accommodation and housing of his personnel.

d. Local labour

The Contractor shall endeavour to maximise the employment of local labour.

With the assistance of the Infrastructure Portfolio Committee of the Matjhabeng Local Municipality and local ward committees, and a Project Steering Committee (PSC) will be established. The PSC will appointment a Community Liaison Officer (CLO) that will be employed by the Contractor for the duration of the Contract.

The CLO will assist the Contractor with local labour issues, including employment conditions, remuneration, performance monitoring, etc.

e. Labour-intensive construction

Preference must be given to labour-intensive construction methods. Items such as restricted excavations, trimming of excavations, trench excavations, excavations for pipeline structures, laying and connecting of pipes, backfilling and similar tasks shall be carried out by hand.

f. Training of local labour

The Contractor shall provide in-service training for labourers recruited from the local community. The training shall cover semi-skilled labour activities such as erection of shuttering, placing of concrete, construction of gabion structures and stone pitching, laying of segmented paving blocks, etc.

The cost of such training will be regarded to have been included in the bid rates for the relevant type of work.

g. Sanitary conditions

Adequate ablution facilities must be provided along the entire extent of the Site of the Works. This includes toilets, hand wash basins, toilet paper, soap, etc. The

Contractor must ensure that his personnel and labour force are properly informed and (if necessary) educated about general personal hygiene and the use of ablution facilities. Unhygienic conditions, habits and behaviour that may cause contamination on any part of the Works or surrounding areas are strictly prohibited.

The Contractor shall ensure that sanitary conditions acceptable to the Employer's Agent prevail on site through the contract period, and that all his workers are aware of, and comply with this condition.

h. Liaison between contractors

The Contractor must liaise with other contractors that may be working in the vicinity or along the extent of the site and ensure that there is communication and co-operation at all times to avoid any disputes.

This requirement includes issues such as sharing of access roads, borrow areas, storage space, water sources, waste or dumping areas, etc.

C3.1.4. TEMPORARY WORKS

Provisionally the by-pass flow will form part of provisional works.

a. Other Services (Telecommunications, Electricity, etc.)

The Contractor shall ensure that the position of all existing services affected by the Works have been verified before construction works commences. Should it be necessary to lower or relocate any service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to advise the Employer's Agent accordingly.

b. Survey Beacons and Benchmarks

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Information regarding the position of all such pegs will be made available to the Contractor by the Employer's Agent.

The Contractor is to ensure that no spoil is placed over erf pegs or benchmarks, and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs are unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Employer's Agent or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will

be reimbursed on a basis pro-rata to the total cost of peg replacement as determined on completion of the Works.

c. Protection of Existing Works

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request in writing from the Employer's Agent the latest available drawings showing the location of services already installed. The Contractor will also be responsible for contacting the various service providers, arranging meetings and verifying all known, as well as possibly unknown, services on site.

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the existence of which could reasonably have been ascertained by him in good time. Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside Authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate. The Employer will attend to the payment of monies due to outside authorities, should the Contractor not make direct payment timeously.

d. Tidying up of the Works

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work described in this sub-section.

C3.1.5. CONTRACTOR'S DESIGN

The Contractor will only be expected to design temporary works.

C3.1.6. LABOUR ENHANCED CONSTRUCTION METHODS

a. General

It is the primary intention of this Contract that where possible, work can be carried out by Labour Enhanced Construction Methods. The adoption of this method of construction will in no way lessen the responsibilities of the Contractor nor will it permit any deviation from the technical specifications of the Works.

Construction shall be planned so that those operations that can reasonably be done by hand shall be done so. The Contractor shall utilize a core of artisans, supervisors and specialist labour to supervise work on site, with the bulk of the labour force being recruited from the local community. The actual persons to be employed shall be done in consultation with the Community Liaison Officer. For labour intensive construction to be successful and feasible, a high degree of community participation must be exercised throughout the process.

b. Control of Construction

The Contractor shall provide from his own staff, a full-time agent on site to the District Municipality Areas, sufficient skilled foremen in the District Municipality Areas to supervise all aspects of the work and sufficient skilled working charge hands and artisans to carry out the work. The “labour force” shall comprise of residents from the different communities where the work is undertaken.

C3.3: PROCUREMENT

C3.3.1 PAYMENT CERTIFICATES DISPUTES

Should there be a dispute between the value of the certificate submitted by the applicable nominated Sub-Contractor, EME or QSE and the value calculated by the Main Contractor, the nominated Sub-Contractor, EME or QSE will be paid the amount determined by the Main Contractor, all still within 14 days.

A meeting with the Mentor, Client's Representative, Main Contractor and appointed Enterprise may then be called to discuss and resolve the differences. The meeting may be held longer than required and the Client's Representative must control the duration of the meeting.

C3.4: PROJECT SPECIFICATIONS

CONTENT

| PART | | HEADING |
|--------|----|-----------------------------|
| C3.4.1 | PS | CIVIL PROJECT SPECIFICATION |

C3.4.1: CIVIL PROJECT SPECIFICATIONS

C3.4.1 THE COLTO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS FOR STATE ROAD AUTHORITIES (1998).

(a) The following specifications shall apply for the construction of the Works.

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

(b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

(Latest Sabita Manual, Manual 25 entitled "Quality Management in the Handling and Transport of Bituminous Binders".

C3.4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

For the purpose of this Contract, the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply.

CIVIL ENGINEERING

| Section No. | Section Title |
|-------------|---|
| 1200 | General Requirements and Provisions |
| 1300 | Contractor's Establishment on Site and General Obligations |
| 1400 | Housing, Offices and Laboratories for the Engineer's Site Personnel |
| 1500 | Accommodation of Traffic |
| 1700 | Clearing and Grubbing |
| 1800 | Daywork Schedule |
| 1900 | Mechanical Saw Cutting |
| 2100 | Drains |
| 2200 | Prefabricated Culverts |
| 2300 | Concrete Kerbing, Concrete Channelling, Chutes and Downpipes and Concrete Linings for Open Drains |
| 3100 | Borrow Materials |
| 3300 | Mass Earthworks |
| 3400 | Pavement Layers of Gravel Material |

| Section No. | Section Title |
|-------------|---|
| B3500 | Stabilisation |
| 3600 | Crushed-Stone Base |
| 3800 | Breaking Up Existing Pavement |
| 3900 | Patching and Repairing Edge Breaks |
| B4100 | Prime Coat |
| 4200 | Asphalt and Base Surfacing |
| B4300 | Seals: Materials and General Requirements |
| 4800 | Treatment of an Existing Surface Exhibiting Certain Defects |
| 5100 | Pitching, Stonework and Protection Against Erosion |
| 5600 | Road Signs |
| 5700 | Road Markings |
| 5900 | Finishing the Road and Road Reserve and Treating Old Roads |

PROJECT SPECIFICATIONS

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

SECTION B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

SECTION B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

“The contractor shall implement a quality assurance system in accordance with ISO 9002 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.”

Add the following to the third paragraph:

“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.”

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. 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."

Insert the following paragraph

“Dual laboratory facilities for the engineer and the contractor may be substituted with the combined laboratory facilities for process and acceptance control testing subject to the following requirements laid down by the South African National Roads Agency.

The following is required from the contractor:

- (a) A formal application
- (b) A clear indication of the type(s) of laboratory that will be included in the combined effort.
- (c) An undertaking that he will accept the test results of the combined laboratory. Should there be any doubts with regard to certain test results, this will be settled by an independent laboratory mutually agreed upon. The cost in such cases will be to the account of the party at fault.
- (d) An undertaking that the engineer will be in charge of the combined laboratory and the staff and equipment supplied by the contractor will be under the sole control of the engineer.

- (e) A monetary contribution that can be made up with respect to one or part of the following:
- Qualified laboratory staff
 - Laboratory buildings
 - Laboratory equipment
 - Transport for field testing and sampling
 - Monetary

For the combined laboratory option, the contractor will be required to contribute towards at least 35% of the costs of the laboratory. The total cost of the laboratory for the 18 (thirteen) month contract period has been estimated at R 4.3 million for this contract.

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

SECTION B1302 GENERAL REQUIREMENTS

- (a) Camps, constructional plant and testing facilities
Add the following:

"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 shall be deemed to be included in the rates tendered for the contractor's time-related obligations"

Add the following:

"The contractor is shall take photos of the site before construction commences and keep in a safe place until completion of the works, no separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations"

B1303 PAYMENT

| ITEM | UNIT |
|---|----------------|
| B13.01 The contractor's general obligations | (As specified) |

Add the following after the fifth paragraph:

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT.

Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for in his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

Add the following:

“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 new sub-sub-clause:

“(xviii) The engineer's site supervisory staff shall be provided with cellular telephones by the contractor for site communication purposes. Provision is made in the bill of quantities for separate payment of the supply and operating costs of such cellular phones.”

B1403 HOUSING

(c) Rented accommodation

Add the following:

“The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item 14.07(a) and shall be expended on a monthly basis by the contractor as ordered by the engineer.”

B1406 MEASUREMENT AND PAYMENT

Add the following sub-item:

| ITEM | | UNIT |
|----------------|--|-----------------|
| B1403 (b) (ix) | 1. Provision of cellular telephones | Number (No) |
| | 2. Provisional sum for the costs of cellular calls and other charges | Provisional sum |
| | 3. Handling cost and profit in respect of sub-item B14.03(b)(ix) 2 | Percentage (%) |

The unit of measurement for sub-sub-item B14.03 (b) (ix)1 shall be the number of cellular telephones supplied to the engineer's site supervisory staff. The tendered rate shall include full compensation for the purchasing of the cellular phones inclusive of any fixed contract costs with the service provider.”

Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under sub-item B.14.03 (b)(ix) 2, which shall include full compensation for the handling costs of the contractor, and the profit in connection

with the payment of the cost of calls and other charges relating to the use by the engineers site staff of the supplied cellular telephones.”

| ITEM | UNIT |
|---|-------------|
| B14.11 Provision and erection of security fencing (Including gate) | metre (m) |

The unit of measurement shall be the metre of security fence supplied and erected as indicated on the drawings and/or ordered by the engineer. The tendered rate shall include full compensation for procuring and furnishing of all material, including one vehicle gate, labour and equipment required to erect the specified security fence and maintain it for the duration of the contract."

General: Method of payment

Add the following:

"The tendered rates under this section of the bill of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the engineer's supervisory staff at the completion of the contract."

1500: ACCOMMODATION OF TRAFFIC

B1502 GENERAL REQUIREMENTS

- (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

- (vi) 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 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W. 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 subclauses:

- “(j) Handing over the site

The total extent of the site between the limits of construction as described in this document and indicated on the drawings will be handed over to the contractor at the commencement of the contract period. The engineer however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change.

- (k) Use of explosives in close proximity of temporary deviations

The contractor shall arrange all necessary traffic control and other requirements to safeguard the traffic on temporary deviations during blasting operations.

(l) Land taken up for deviations

Negotiations with landowners to obtain the land taken up by temporary deviations will be undertaken by the employer. A prime cost sum is allowed in the bill of quantities for payment of compensation to affected landowners. All other negotiations regarding temporary access to properties, land-use, fencing requirements etc. shall be dealt with by the contractor in conjunction with the engineer and be confirmed in writing and be kept on record by the contractor.

“(m) Maximum lengths of construction areas

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

On a two-way two lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

(i) On one-way single lane gravel deviation (Class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognisance shall be taken to accommodate traffic to private properties.

A maximum length of one section of approximately 5,0km or two sections of 3,0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitation shall be considered by the engineer except where the programme necessitates such at the construction of bridges.”

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Pinter, Pretoria).”

(b) Road signs and barricades

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required. Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer.”

(c) Channelization devices and barricades

Add the following:

“Drums shall not be used as channelization devices.
TW 401 and TW 402 delineators shall comply with the following requirements:

a) It 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 1 yellow sheeting on the side facing oncoming traffic.

iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.

iv) It shall be subject to the approval of the Engineer.
The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer.”

(e) Warning devices

Add the following:

“It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of at least 150mm high. It shall be a requirement that the contractor also provides the engineer’s site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

B1514 TEMPORARY FENCING AND GATES

Replace the contents of this clause with the following:

“Where temporary fencing is ordered by the engineer, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the engineer. When ordered by the engineer, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from site if so directed. Allowance is made in the bill of quantities for moving existing fences and gates.”

Add the following clause:

B1517 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 B 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B 8118/1.”

B1518 MEASUREMENT AND PAYMENT

Renumber item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations as well as all temporary traffic-control facilities for temporary deviations.”

Delete all references to half width construction under payment item 15.01. Half width construction will be measured under payment item 15.10.

Renumber item 15.03 as B15.03 and add the following

“This sections provides only for additional traffic-control facilities as and when required on instruction by the Engineer and does not provide for facilities already included under payment item B15.01”
Add the following sub-item:

| ITEM | UNIT |
|---|-------------|
| B15.03 Temporary traffic control facilities | |
| (n) Provision of high visibility safety jackets and safety hats | number (No) |

The unit of measurement shall be the number of safety jackets supplied to the supervisory staff.
The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contract”.

Add the following items:

“ITEM

UNIT

B15.14 Allow provisional sum for:

- (a) repair of damaged temporary road signs and delineators provisional sum
- (b) replacement of damaged temporary road signs and delineators provisional sum

The provisional sums allowed under sub-items (a) and (b) shall be expended on a daywork basis in terms of the provisions of the general 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

B15.15 Prime cost sum for:

- (a) Compensation to landowners for land taken up by deviations prime cost (PC) sum
- (b) Handling cost and profit in respect of sub-item B15.15(a) above percentage (%)

The prime cost sum shall be expended in accordance with the provisions of the general 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 item B15.15(b) is an extra over percentage on the amount actually spent under sub-item B15.15(a) which shall include full compensation for the handling costs and profit of the contractor.”

1700 : CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

Add the following:

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as “temporary stockpiling of topsoil” or “unsuitable roadbed material” or “cut to spoil” whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200”

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

Add the following:

“Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work due to the steep side slopes of the embankments. An additional pay-item is allowed for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner.”

B1704 MEASUREMENT AND PAYMENT

Change item 17.01 to read as follows:

| ITEM | UNIT |
|---|--------------|
| B17.01 Clearing and grubbing of: | |
| a) Normal areas: | |
| i) Within the road reserve | hectare (ha) |
| ii) In borrow pits | hectare (ha) |
| b) Existing fill embankments with Slopes steeper than 1:4 | hectare (ha) |

Measurement and payment for sub-items (a) and (b) shall be as specified for item 17.01 of the standard specifications. Where distinction is made for clearing and grubbing existing fill embankments with slopes steeper than 1:4 (vertical : horizontal), payment shall be made under item B17.01."

1800: DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.
Add the following:

B1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following daywork items:

| ITEM | DESCRIPTION | UNIT |
|--------|-----------------------------------|----------|
| B18.01 | Labourers: | |
| | Unskilled | Hour (h) |
| | Semi-skilled | Hour (h) |
| | Skilled | Hour (h) |
| B18.02 | Foreman | Hour (h) |
| B18.03 | Tipper trucks: | |
| | 3 – 5 ton | Hour (h) |
| | 5,1 – 10 ton | Hour (h) |
| B18.04 | Loader (0,5m3) | Hour (h) |
| B18.05 | Grader (CAT 140G or similar) | Hour (h) |
| B18.06 | LDV | Hour (h) |
| B18.07 | Compaction Rollers: | |
| | Vibrator roller | Hour(h) |
| | Tamping roller | Hour (h) |
| | Grid roller | Hour(h) |
| B18.08 | Hand Controlled Compactors | |
| | Pedestrian roller (Bomag BW90) | Hour(h) |
| | Vibratory plate | Hour(h) |
| | Rammers | Hour(h) |
| B18.09 | Water truck (min 10000 l) | Hour(h) |
| B18.10 | Dozer (D7 or similar) | Hour(h) |

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 6.5 of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on daywork items listed in the bill of quantities in terms of the above specifications. In the event of new daywork rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

1900 : MECHANICAL SAW CUTTING

Note: This is a new section added to the Standard Specifications.

Add the following section:

B1901 SCOPE

This section covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

B1902 PLANT

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified. Skilled operators shall be required for operating the sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

B1903 PREPARATION PRIOR TO SAW CUTTING

Before saw cutting may commence the cut line shall be accurately pre-marked to the specified dimensions in terms of the drawings or as instructed by the engineer.

B1904 CONSTRUCTION TOLERANCES

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

(a) Horizontally

The maximum deviation from the specified line shall not be more than 5mm.

(b) Vertically

The cut depth shall never be less than the specified depth but shall not exceed the specified depth by more than 25mm”.

B1905 MEASUREMENT AND PAYMENT

| ITEM | UNIT |
|---|-------|
| B19.01 Establishment of suitable saw cutting machine on site number | (No.) |

The unit of measurement shall be the number of saw cutting machines provided on the instruction of the engineer.

The tendered rate shall include full compensation for the provision of the saw cutting machine including transport to and from the site. No payment shall be made for providing substitute saw cutting machines for machines that have broken down. No payment shall be made for standing time of saw cutting machines and at least one saw cutting machine shall be available on the site when such a machine is required on site. Payment shall only be made once for the establishment of the saw cutting machine on site irrespective of any discontinuity in the application of the saw cutting machine on site.

| ITEM | UNIT |
|---|-----------|
| B19.02 Saw cutting of in situ materials (type of material and depth of saw cut indicated) | metre (m) |

The unit of measurement shall be the metre of material cut with the saw cutting machine for each type of material and depth of saw cut. The tendered rate shall include full compensation for the saw cutting of the materials as directed as well as for all plant, labour, fuel and other incidentals necessary.”

2100 : DRAINS

B2103 BANKS AND DYKES

Add the following:

“Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy).”

B2104 SUBSOIL DRAINAGE

- (a) Materials
- (i) Pipes

Delete the last sentence of the fifth paragraph and substitute it with the following:

“Perforation for 100mm pipes shall be spaced in two rows, one on each side of the vertical centre line of the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference.”

- (ii) Synthetic-fibre filter fabric

Add the following:

“All filter fabric shall be a non-woven needle punched type material and must be approved by the engineer. Filter fabrics shall have a minimum co-efficient of permeability of 3×10^{-3} m per second.”

B2107 MEASUREMENT AND PAYMENT

Change item 21.09 to read as follows:

| | |
|--|--------------------------------|
| ITEM | UNIT |
| B21.09 Polyethylene sheeting,0,25mm thick, or similar approved material, for lining subsoil draining systems | square metre (m ²) |

Measurement and payment shall be as specified for item 21.09 in the standard specifications.”

Add the following new items:

| | |
|--|-------------|
| “ITEM | UNIT |
| B21.20 Galvanised wire mesh 250 x 250mm, at the outlets of subsoil drainage systems. Mesh 10mm x 2,5mm wire diameter | Number (No) |

The unit of measurement shall be the number of 250mm x 200mm pieces of wire mesh, with a 10mm x 10mm mesh and 2,5mm wire diameter built into the subsurface drain outlet structure as shown on the drawings.

The tendered rate shall include for procuring, furnishing and installing the material, cutting, waste and keeping the mesh in the pipe opening clean during installation.

| | |
|---------------------------------|-------------|
| ITEM | UNIT |
| B21.21 Subsoil drainage markers | Number (No) |

Measurement and payment shall be as specified for item 22.24 in the standard specifications.”

2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2301 SCOPE

Add the following:

“The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

| | | |
|-----------------|---|---|
| Type A | : | In situ concrete channel, 0,8m wide on fills |
| Type B | : | Precast concrete kerbing, semi-mountable (SABS 927-1969) |
| Type C | : | In situ concrete kerbing at intersections |
| Edge beam | : | In situ concrete kerbing at farm access and bus stops |
| Type E, F1 & F2 | : | In situ concrete “V”-shaped channels in side drains and open drains.” |

B2302 MATERIAL

Add the following new subclauses:

(e) Metal pipes

“Metal pipes down side slopes shall comply with the requirements of clause 2203 of the standard specifications.”

B2304 CONSTRUCTION

(d) Slip form kerbing

Add the following:

“Slip-form kerbing shall under no circumstances be allowed.”

(e) Cast in situ kerbs and channels

Add the following:

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

Add the following new subclauses:

(i) Construction sequence

Replace paragraphs (i), (ii) and (iii) with the following:

“In all cases where kerbing and/or channelling adjoin the bituminous surface of the road, the kerbing and/or channelling may only be constructed after the bituminous surface has been completed.

Before commencing with the kerbing and/or channelling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside the cut line must be carefully removed to the required thickness of concrete without damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers.

Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Add the following subclause:

(k) Formwork and finish

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”

3100 : BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

Add the following to sub-clause 3102(a):

“Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer’s representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor.”

B3103 OBTAINING BORROW MATERIALS

(a) General

Add the following:

“The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer.”

(b) Use of borrow materials

Add the following to the second paragraph of this subclause:

“Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor’s responsibility and entirely at his own expenses.”

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

Add the following:

“All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

(f) Protecting borrow pits

Add the following:

“It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including a access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing shall be

erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified by the employer, be dismantled and removed or left in-place as instructed by the employer. Payment for fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

In addition to fencing, Security Guards shall be supply on a 24 hour, 7 days a week basis, with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits."

Add the following new subclause:

“(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor’s own cost to the satisfaction of the engineer."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

"Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and payment for such extra work shall be made using daywork items as scheduled under this section."

B3108 MEASUREMENT AND PAYMENT

Change item 31.01 to read as follows:

| "ITEM | UNIT |
|---|-------------------------------|
| B31.01 Excess overburden : | |
| (a) Depth up to and including 0,5m | cubic meter (m ³) |
| (b) Depth exceeding 0,5m and up to 1,0m | cubic meter (m ³) |

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable."

Add the following new item:

| "ITEM | UNIT |
|---|---------------------|
| B31.04 Compensation to landowners: | |
| (a) Prime cost sum for compensation to landowners | prime cost (PC) sum |
| (b) Handling cost and profit in respect of sub-item | |
| B31.04(a) above | percentage (%) |

Measurement and payment shall be in accordance with the provisions of clause 6.6 of the general 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 is an extra over percentage on the amount actually spent under sub-item B31.04(a) which shall include full compensation for the handling costs and profit of the contractor."

3300 : MASS EARTHWORKS

B3305 TREATING THE ROADBED

- (a) Removing unsuitable material

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

- (c) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph "If necessary, roadbed depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

Add the following new section after item (f)

- (g) Impact compaction

Definition of an Impact Compactor Pass

A "pass" for the dual drum 25kJ, 3-sided impact compactor is defined as two runs of the compactor over a 4 metre wide lane such that one drum of the compactor during its second run travels in the middle of the inter-drum space created by the first run of the compactor. Overlapping of drum paths in two consecutive runs (i.e. in one pass) will not be permitted

Setting out

The area to be treated with impact compaction shall be as defined in the drawings. The contractor shall control the compaction operations by employing appropriate setting out markers to ensure that all areas designated for impact compaction receive the specified number of impact compactor passes.

Preparation and Maintenance of Compacting Surface.

Compaction shall be carried out as soon as possible after clearing and grubbing operations to exploit any moisture available in in-situ material, which will facilitate the compaction process.

Water shall be applied in sufficient quantities to the surface as compaction proceeds to prevent the crumbling of the surface, to promote efficient compaction and to contain dust.

The area being impact compacted shall be lightly graded by means of a grader unit fitted to the back of the impact roller, to maintain a good operating surface for the compactor, to level out surface undulations and to prevent the formation of deep "footprints" of the compactor. Alternatively, the Contractor may use a grader to lightly grade the surface.

Impact Compaction Trials

Before commencement of the full-scale impact compaction works, compaction trials shall be carried out on a representative section, identified by the Engineer, of at least 40m in length. The impact compactor turning circles shall lie outside the trial section and sufficient length shall be allowed for to ensure that the compactor compacts at optimum speed. The width of the trial section shall be 4m.

The objective of these trials is to determine the number of passes to be applied and to confirm the adequacy of the Contractor's plant and methodology to achieve a relative improvement in the in-situ soil bearing characteristics of the in-situ soil. Table 3305/1 details the testing required during the trials:

| Test | No | Pass | | | | | | |
|--|----|------|----|----|----|----|----|----|
| | | 0 | 10 | 20 | 30 | 40 | 50 | 60 |
| Settlement, 20m length at 1m intervals, every 5 passes | 1 | x | x | x | x | x | x | x |
| DCP at Ch10,20,30 (2m DCP length) | 3 | x | x | x | x | x | x | x |
| Density testing (0-900mm) at Ch 10,20,30 | 6 | x | | x | | x | | x |
| Plate load test | 1 | | | | | x | | |
| Continuous Impact Response | 1 | x | x | x | x | x | x | x |
| Maximum dry density and optimum moisture | 4 | | | | | | | x |
| Foundation indicator | 1 | | | | | | | x |
| Soaked CBR | 1 | | | | | | | x |

The target compaction state shall be based on the number of passes, which results in soil substantially attaining its near elastic state condition. The target coverage required will be determined by means of the settlement results and shall be presented to the engineer for approval. The engineer shall approve or reject the recommendation within one working day as to ensure that compaction operations are not held back. A trial report shall furthermore be compiled by the contractor and submitted to the engineer after all laboratory results have been received.

Compaction

1) General

Impact compaction must be carried out before services, drainage pipes or culverts are installed. Adequate supervision shall be provided and undertaken by the Contractor to ensure that the specified method of compaction is strictly adhered to.

(2) Variation in Compactive Effort

For tender purposes, 20 passes shall be used to achieve the required improvement. Should more or less passes be ordered, adjustment in compensation to the contractor shall be made either as an additional payment to the contractor in respect of the increased number of passes or as a reduction in payment in respect of a reduced number of passes.

(3) Vibration monitoring

Should there be structures within a 20m radius of where compaction takes place, vibration monitoring shall be done. It is the contractor's responsibility to ensure that the vibration levels (Peak Particle Velocity (PPV)) are kept below a limit of 25mm/s.

Should a cut-off trench be required to mitigate the vibrations, the contractor will be paid separately.

(4) Recording Procedure

The impact compaction work carried out shall be recorded each day in the Compaction Record Book. The Compaction Record Book shall make provision for the recording of:

The date on which any compaction was carried out.

The area and section on which the compaction was carried out.

The lane on which the compaction was carried out.

The number of passes at which the compaction on those lanes commenced and ended on that day – inclusive (e.g. 6-15).

The number of passes carried out on that day on that lane (e.g. 10).

The width of the area being compacted.

The length of the area being compacted.

The square metre passes compacted on that day (i.e. the area compacted x the number of passes).

The record book shall be presented to the engineer on a _____ daily basis for his verification of the information recorded

Quality Control Procedure

The following quality control procedure shall be followed:

1) Continuous Impact Response Measurements

The Continuous Impact Response measurement system shall monitor and record the deceleration of the rotating drum of an impact compactor at impact and shall automatically correlate this data with the geographical position of the compactor as determined by a GPS receiver. These measurements shall be recorded during the first three as well as at the last three passes

(2) Dynamic Cone Penetration (DCP) Tests

2m DCP testing shall be conducted before compaction commences and after it is completed. The testing shall be done on a 25m grid and standard method TMH 6:1984 method ST6.

DCP testing shall furthermore be done in areas shown to be relative weak as indicated by the Continuous Impact Response measurement system.

(3) Relative density testing

Density testing shall be done according to TMH1: A10 after compaction has been completed. Density positions shall be tested to depths of 0-300mm and 300-600mm on a 50m grid. Moisture corrections shall be done according to TMH1:A17. Sufficient modified AASHTO dry density samples shall be sampled and tested in order to determine the relative density.

(4) Soaked CBR tests

Soaked CBR samples (TMH 1) shall be taken in relatively weak areas as indicated by the Continuous Impact Response measurement system.

(5) Plate load tests

Plate load tests shall be done with a 450mm diameter rigid circular plate in stress increments of 0, 45.4, 0, 45.4, 90.9, 136.3, 181.8, 227.2, 272.7, 318.1, 363.5, 409.0, 454.4 & 0 kPa. Settlement results shall be recorded with three settlement gauges at 30s, 1min, 2min, 4min, 8min & 16min. All plate loads shall be done 400mm below the natural ground surface under soaked conditions. Each plate load test pit shall be soaked for at least 12 hours in advance. Plate loads shall be done for every 750m² compacted.

(6) Project report

A project report shall be presented to the engineer detailing the tests results obtained during compaction operations.”

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

“For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in subclause 3304(b) of the standard specifications.”

(d) Benching

Add the following:

“Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings. It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings.”

B3308 FINISHING THE SLOPES

(d) General

Add the following:

“Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g.

Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified.”

B3312 MEASUREMENT AND PAYMENT

Add the following sub-item to item 33.10:

| ITEM | UNIT |
|--|-------------------------------|
| B33.10 (e) Extra over sub-items 33.10(a), (b) and (d) for blading to controlled levels (existing road) | cubic metre (m ³) |

The unit of measurement in respect of the material bladed as specified in subclauses 33.05 (c) shall be the cubic metre of material bladed, measured in the original position before blading, in accordance with the method of average end areas.

The tendered rate shall include full compensation for blading of such material to level. Only material bladed on the instruction of the engineer for exposing the underlying roadbed material for treatment will be measured and paid for as described above.”

| | |
|---|---------|
| “ITEM | UNIT |
| B33.20 Establishment and of impact compaction equipment, personnel and ancillary equipment necessary to complete impact compaction operations | Lumpsum |

The tendered lump sum shall include full compensation for establishing and de-establishing the impact compactors, tow- tractors, personnel and ancillary equipment necessary to complete impact compaction operations. The amount tendered in item PA.09.01 will be payable upon completion of the impact compaction operations

| | |
|--|---------|
| “ITEM | UNIT |
| B33.21 Compaction of in-situ soil with 30 passes by means of a 3-sided 25kJ Impact Compactor |ha |

The unit of measurement shall be the hectare of in-situ soil compacted in accordance with the provisions of this specification. The quantity will be computed in accordance with the authorized dimensions of the area to be treated. The quantity shall be based on a tender coverage of 30 passes

The tendered rates shall include full compensation for grading and watering the surface as required, impact rolling the soil by the number of passes as approved by the engineer and for any interruptions to the work necessitated by the taking of control tests.

The average settlement induced by the impact compactor as recorded during the trial shall be taken as the average settlement over the entire site. The Contractor shall be reimbursed for importing material under SABS1200D Item 8.3.4.

| | | |
|---|------|--------------------|
| “ITEM | UNIT | |
| B33.22 Variations in the compaction of the in-situ soil | | applicable to item |
| B33.21..... | | ha – pass |

The unit of measurement for the increased or decreased number of impact compactor passes shall be the hectare pass and shall be computed by multiplying the surface area in square metres of the soil compacted by the number of 4 metre wide compactor passes. For clarity, a lane 100m long and 4m wide given one pass, i.e. 2 runs of a 3 or 5-sided impact compactor, will be measured as 400m²-pass. The quantity shall be calculated by multiplying the area in square metres to which the variation applies by the increase or decrease in number of compactor passes.

| | | |
|---|------|----|
| “ITEM | UNIT | |
| B33.22 Impact compaction trial section..... | | no |

The unit measurement shall be number of completed trial sections as described in clause 33.05(g) The tendered rate shall include full compensation for constructing the trial section as specified.

“ITEM UNIT
 B33.23 Continuous impact response measurements..... ha
 The unit of measurement shall be the hectare of compacted area as measured under item
 B33.23. The work shall be performed as described in clause B3305(g).

The tendered rate shall include the cost of procuring, furnishing, installing operating and maintaining all additional equipment to enable the electronic monitoring of the deceleration as detailed above. The cost of processing, back calculating and providing the information to the engineer (in report format) including all consumables, software and other incidental costs incurred is to be included in the tendered rates.

“ITEM UNIT
 B33.24 Dynamic cone penetration tests..... no
 The unit of measurement shall be the number of DCP tests done as described in clause B3305(g).
 The tendered rate shall include full compensation for transportation of the test team, setting out of test positions, conducting testing, recording and processing the test values and presenting the test results to the engineer in report format.

“ITEM UNIT
 B33.25 Relative density tests..... No
 The unit of measurement shall be the number of relative density tests done as described in clause B3305(g).

The tendered rate shall include full compensation for transportation of the test team, setting out of test positions, conducting testing (including maximum dry density tests), recording and processing the test values and presenting the test results to the engineer in report format.

“ITEM UNIT
 B33.26 Soaked CBR tests..... no
 The unit of measurement shall be the number of soaked CBR tests done as described in clause B3305(g).
 The tendered rate shall include full compensation for transportation of the test team, setting out of test positions, conducting testing, recording and processing the test values and presenting the test results to the engineer in report format.”

“ITEM UNIT
 B33.27 Plate load tests..... : no
 The unit of measurement shall be the number of plate load tests done as described in clause B3305(g).
 The tendered rate shall include full compensation for transportation of the test team, setting out of test positions, conducting testing, recording and processing the test values and presenting the test results to the engineer in report format.”

3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add the following:

"Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings."

B3405 CONSTRUCTION TOLERANCES

(e) Cross-section

Delete the second paragraph and replace with the following:

"The normal crossfall of the road wearing course where the road is in a straight horizontal alignment, is specified as 2% as shown on the drawings."

(f) Surface regularity

Add the following:

"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on either side of the joint of the layer covering at least a 30m length into the newly constructed section."

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following:

"Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications".

B3500: STABILISATION

B3502 MATERIALS

(a) Chemical stabilising agents

Delete subclauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement and replace with the following:

"Cement shall comply with the relevant requirements of SANS 50197-1;2000. The use of strength classes greater than CEM 32,5 shall not be permitted."

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:

C3 material : 3,5% on a G5 material
C4 material : 3,0% on a G6 material

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."

(e) Water

Add the following before the first paragraph:

"Water used in the compaction and curing of stabilised layers shall comply with the requirements of Water Quality Code H3 as specified in table B1219."

B3503 CHEMICAL STABILISATION

(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. The cost of the trial section shall be deemed to be included in the rates tendered.

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."

(h) Curing the Stabilised work

Add the following to paragraph (ii):

"The covering material shall be placed by end-tipping, and compaction of this covering layer shall be delayed until the underlying layer has cured for 7 days."

Add the following to paragraph (i):

"Method (iii) and (iv) shall not be applicable."

(i) Construction limitations

Add the following:

"No stabilisation shall be done with falling air temperatures when the air temperature falls to below 7oC, or during rising air temperatures, when the air temperature is below 3oC.

Moisture content tests shall not be undertaken more than one day in advance of in-situ stabilisation operations. Care shall be taken to ensure that samples are representative of the in-situ material.

Checks shall be conducted when wet weather occurs 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

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."

B3506 TOLERANCES

(b) Uniformity of mix (chemical stabilisation)

Add the following:

"The coefficient of variation shall not exceed 0,3 (30%) for mixing in place and 0,2 (20%) for plant-mixed material, calculated as follows:

$$\frac{S_n \times 100}{X_n}$$

where:

X_n is the average, and

S_n is the standard deviation of stabilizer."

B3507 CONSTRUCTION OF TRIAL SECTION

Add the following to the last paragraph:

"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."

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following after the second paragraph:

"The test results and measurements will be judged in accordance with the provisions of Section 8200."

Add the following to the fourth paragraph:

"The stabilized material sampled from the layer for the compaction of modified AASHTO briquettes, shall be prepared according to TMH1 Method A16T; i.e. discard material coarser than a 37,5 mm test sieve, and compacted according to TMH1 Method A7."

Add the following paragraphs:

"The engineer shall be notified in good time to enable him to conduct tests himself.

Stabilization strength shall be determined by means of the Rapid Cure Method as described in clause B8110.

Where the stabilizing agent is to be spread by hand, pockets of the stabilizing agent shall be placed on the layer at regular intervals. However, spreading shall only commence when the engineer is satisfied that the correct quantity of stabilizing agent has been placed on the layer and has given permission that the stabilizing agent may be spread."

B3510 MEASUREMENT AND PAYMENT

| "Item | Unit |
|--|------|
| B35.01 Chemical stabilization extra over unstabilised 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."

| "Item | Unit |
|-----------------------------------|------|
| 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 preshaping levels will not be included in the quantity and the cost thereof shall be deemed to be included for in the rates."

Add the following payment item:

| "Item | Unit |
|---|------|
| B35.14 Chemical modification before chemical stabilization. Extra over unstabilized compacted layers cubic metre (m3) | |

The unit of measurement shall be the cubic meter of modified material, the quantity of which shall be determined in accordance with the authorized dimensions of the layers treated as instructed by the engineer.

The tendered rates for the chemical modification of the layer prior to its stabilization with another chemical agent shall be paid as extra over the rates tendered for constructing the unstabilized layers. The tendered rates shall therefore include full compensation for spreading and mixing the modifying agent, curing the modified sections, for ripping and breaking up the compacted layer after the curing period to allow for the mixing with the stabilizing agent, any extra water required, and all materials,

supervision, labour, plant, equipment, tools and incidentals (extra over those provided in the rates tendered for constructing the unstabilized layer) necessary for completing the specified work, but excluding the cost of supplying the modifying agent. No distinction will be made in respect of the type of modifying agent to used, the time for completion or the specific layer being modified, and the extra over rate tendered shall apply to any combination thereof. The engineer reserves to himself the right to vary the thickness of the layer to be stabilized by up to 20 mm, and the contract rate for this work shall not be amended by such change."

B4100: PRIME COAT

B4102 MATERIALS

(b) Aggregate for blinding

Add the following sentence:

"Blinding of the primed surface with aggregate shall only be permitted to facilitate vehicular access to adjoining properties"

B4104 WEATHER AND OTHER LIMITATIONS

Replace paragraph (g) with the following:

"(g) When the moisture content of the upper 50mm of the layer is higher than 50% of the optimum moisture content determined according to TMH 1, Method A7"

B4106 APPLICATION OF THE PRIME COAT

Add the following to paragraph (c)

"The nominal application rate of the prime shall be 0,7 l/m². Unless directed otherwise by the engineer or indicated on the drawings, the edges of the primed surface shall be 150mm wider than the edges of the surfacing."

Add the following subclause

"(j) Application in areas treated by reworking and construction of a new base shall be primed using a mechanical distributor complying with subclause 4103(a). The edges of the previously constructed or existing surfacing shall be adequately protected by approved means to ensure that an overlap of prime not exceeding 50mm is sprayed onto the previously constructed or existing surfacing."

B4108 TOLERANCES

Replace the first paragraph with the following:

"The actual spray rates measured at spraying temperature shall not deviate by more than 8.0% from that ordered by the engineer. The engineer may, at his discretion, conditionally accept application rates falling outside this tolerance at reduced payment in accordance with Table B4108/1.

Table B4108/1
 Payment Reduction Factors for Conditionally Accepted Prime Coat

| Deviation specified spray rate at spraying temperature. (%) | Payment reduction factor of tendered rate. |
|---|--|
| ±8,0 | 1.00 |
| ±9,0 | 0.97 |
| ±10,0 | 0.95 |
| ±11,0 | 0.90 |
| ±12,0 | 0.85 |
| ±13,0 | 0.80 |

Any deviation outside these limits shall not be paid for, however, the engineer shall have the right to instruct the contractor to make up any deficiency, or blind excessive prime without additional payment. Where so instructed, the material for blinding shall consist of approved, screened 4,75mm nominal single size aggregate. The use of crusher dust for blinding shall not be permitted. If under-spraying occurs, and it is accepted by the engineer, only the actual quantities applied shall be paid for.”

B4109 TESTING

Add the following

“No payment will be made if this condition is not adhered to. The contractor shall provide, at his cost, representative samples of every batch of prime delivered onto site.”

B4300: SEALS: MATERIALS AND GENERAL REQUIREMENTS

B4302 MATERIALS

Add the following to the first paragraph:

“Any tests referred to in the publication Technical Guideline “Use of Modified Bituminous Binders in Road Construction, August 2007, Asphalt Academy”, shall supersede those specified in the Colto Standard Specifications for Road and Bridge Works 1998. This document is available from the Asphalt Academy.”

- (a) Bituminous binders
- (ii) Non-homogeneous (heterogeneous) modified binders (summer grade)

(4) Diluent

Add the following sentence:

“The addition of a diluent or cutter to the blend shall not be permitted unless approved by the engineer.”

(b) Aggregates

(i) Aggregates for seals

Add the following at the end of the sentence:

“and durability.”

(1) Grading

Add the following:

“Only Grade 1 aggregate shall be used for the construction of seals on this project.”

(3) Shape

Add Table B4302/13 and the following paragraph:

“Ninety five (95%) percent of the particles shall have at least three fractured faces. The Average Least Dimension (ALD) of the relevant nominal aggregate sizes shall comply with the requirements of Table B 4302/13.”

Table B4302/13

Minimum ALD Requirements

| Nominal Aggregate Size (mm) | Minimum ALD (mm) |
|-----------------------------|------------------|
| 19,0 | 12,0 |
| 13,2 | 8,0 |
| 9,5 | 5,5 |

Add the following subsubclause:

“(4) Durability

Aggregate used in seals and asphalt shall show a durability index of less than 4 as determined by the test method specified in Clause B8105 paragraph (g).”

Add the following subsubclause:

“(iii) Aggregate for blinding

The aggregate used for blinding the single seal shall consist of 2,00 mm to 4,75 mm crushed aggregate or river sand. The aggregate shall be clean, hard and free from clay, silt or other deleterious matter.”

(d) Hydrophilic aggregates

(i) Precoating of aggregate for stockpiling or for immediate use:

In the second paragraph, delete “12 litre” in the second sentence, and add the following new sentence: “Precoating fluid shall be manufactured from petroleum-based products.

The use of tar based precoating fluids will not be permitted. For tender purposes the nominal quantity of precoating fluid for the relevant nominal aggregate sizes is specified in table B4302/14. The properties of the precoating fluid shall be in accordance with those in Table B4302/15.”

Table B4302/14 Nominal Application Rates for Precoating Fluid

| Nominal aggregate size (mm) | Nominal precoating application rate (l/m ³) |
|-----------------------------|---|
| 19,0 | 12 |
| 13,2 | 16 |
| 9,5 | 19 |
| 6,7 | 22 |

Table B4302/15 Specification for a bituminous-based precoating fluid

| Property | Requirement | Test Method |
|---|---|----------------|
| Density @ 25 oC, kg/l | 0,85 – 0,95 | |
| Saybolt Furol viscosity @ 50 oC, SFs | 10 – 30 | ASTM D 244 |
| Distillation to 360 oC, v/v% To 190 oC 225 oC 260 oC 316 oC | 0 – 15 10 – 55 45 – 75 70 – 95 | ASTM D402 |
| Residue from distillation to 360 oC, v/v% | 40 – 60 | ASTM D402 |
| Dynamic viscosity @ 25 oC of residue distilled to 360 oC (cps) | 300 – 500 | ASTM D4402 |
| Stripping number | Report1 | Riedel & Weber |

1. This test should be conducted to assess the effect of precoating
Add the following subclause:

“(e) Water for diluting emulsions

Water used for the dilution of emulsions on site shall be suitable potable water, and each source of water used shall be tested for compatibility with the emulsion before it is added to the bulk emulsion.”

B4303 PLANT AND EQUIPMENT

(a) General

Add the following:

“Apart from the specified capacity and condition of plant used for the work, the operators and attendants of binder distributors and chip spreaders shall prove their abilities to the Engineer to apply the binder and aggregate within the specified tolerances for application rates, widths of application and making good of all seemingly minor defects which may occur during seal operations. Experienced operators and attendants shall be kept in service throughout the construction period and not rotated with reserve staff who might not be familiar with the equipment or final product requirements. The Engineer will instruct the removal of incompetent staff from site if satisfactory performance is not achieved and maintained.”

(b) Binder distributor

Add the following:

" Prior to the commencement of any work, a calibration certificate, not older than 12 months, for the binder distributor shall be presented to the engineer for approval. The binder distributor shall be capable of spraying the binder at the specified application rates and to the satisfaction of the engineer. The pump of the distributor shall be capable of delivering the binder at the spray bar nozzles at the correct pressure to obtain the specified application rates, irrespective of the viscosity properties of the prescribed binder. The spray bar of the distributor shall be fitted with fishplates at the outside edge of the bar to prevent over spraying onto gravel shoulders or staining of concrete elements on the edge of the surfacing of the road

In addition, the transverse distribution of the spray bar shall be field-verified by means of the "Bakkie" test as described in B 8117. The maximum permissible tolerance permitted between the troughs (excluding the outer 300mm) is dependant on the viscosity of the binder type being applied and shall be as follows:

Emulsions, cutback and penetration grade bitumens - 5%

Homogeneous modified bitumens - 7%

Non- homogeneous binders (bitumen rubber) - 10%

The spray bar shall be of such design as to allow for any adjustments to be made in order to meet the above tolerances. This procedure shall be carried out each time the distributor is first established on site and once a week thereafter or when a problem with transverse distribution is suspected. The binder distributor shall thus have a set of troughs available in order to allow the execution of the test. For limited quantities of spray-work, the engineer may accept the results of a recently completed distribution test that has been recorded and approved by an independent supervisor on the distributor's test log book.

The binder distributor shall be fitted with a suitable valve or other access gate for taking of samples of the binder for testing purposes.”

(c) Chip spreaders

Add the following at the end of the first paragraph:

“The chip spreader shall be capable of delivering a proper and uniform transverse distribution of chips across the conveyor belts. The chip distribution shall be tested by means of canvas patches, each 1,0m by 1,0m and placed side by side. The mass of chips spread onto each individual canvas patch shall not deviate by more than 10% from the calculated average spread per canvas patch.”

Add the following to the last paragraph:

"A non-self-propelled chip spreader may only be used in the event of a breakdown of the self-propelled chip spreader during a pull, and shall be limited to the completion of that pull. No further application of binder shall be permitted until such time as the self-propelled chip spreader is repaired or replaced.”

B4304 GENERAL LIMITATIONS AND REQUIREMENTS

(a) Weather limitations

Add the following:

“Seal work using bitumen rubber or polymer modified binder shall not be permitted during the months of May, June, July and August. Winter grade binders shall not be used in any seal work and the contractor’s program shall reflect this limitation. However, the Contractor shall strictly adhere to the minimum raising temperature requirements for the spraying of the bitumen-rubber binder.

Extra care shall however be necessary during cold periods to ensure the success of the seal and the minimum measures that the Contractor shall adhere to include the following:

Sealing during daytime (spray application): 25 oC rising surface temperature.

Only Grade 1 aggregate shall be used.

Aggregate is to be pre-coated with petroleum based pre-coated fluid to maximize adhesion properties.

Keeping the road closed to traffic over night,

Keeping the road closed to heavy traffic for a period of 24 hours after seal construction and restrict speed of light traffic to 60 km/h for a period of 24 hours after seal construction.

Allowing additional rolling to re-orientate the aggregate to their ALD position uniformly on the full width of the sealed section,

Reducing sprayer pulls to a maximum of 200 m,

Ensuring that the chip spreader is right behind the sprayer. If not, the operation shall immediately be halted by the engineer.

Ensuring that bitumen-rubber binder will not be sprayed on a surface that is suspected to have water in due to a recent downpour. The contractor shall not apply the seal on a section where a downpour took place the night before or after a number of rainy days. The “mirror” test shall always be conducted the night before and during the following morning to ensure that water will not be trapped by the SAMI. Any blending operation shall be halted if it rains at night.

Forecasted temperatures for the night after the seal is to be applied shall not be lower than 4 oC.

Consider the application of a fog spray the following day to ensure the aggregate remains in place.

The contractor shall adhere to subsubclause B43.07(b)(vii): SAMI application pattern.

The contractor shall submit to the engineer a weekly programme of the SAMI operations with clear indication on the days and sections he intends working based on a comprehensive weather forecast (temperatures and rainfall).

These precautions are necessary to ensure proper adhesion before the binder becomes too cold to be receptive to the stone and to minimize the risk of trapping water under the SAMI. In terms of the temperatures, the day and overnight temperatures will be dictating whether such construction is at all possible or not.

The contractor is advised that weather information from the closest weather station should be gathered and the typical average, maximum and minimum on a month-to-month basis be evaluated to predict what can typically be expected. The day – night sinusoidal temperature curves will give the contractor an indication when work typically can commence and should be stopped. This information shall be required to accompany the weekly programme of the SAMI work.

Whilst the above measures are mainly aimed at the winter period (April to September), they shall also apply to the summer period, with the exception of the sprayer pull restriction of 200 m.”

(d) Preparation of areas to be sealed

(i) General

Add the following:

“Seal work shall not be permitted on granular base layers if the moisture content in the upper 50mm exceeds 50% of the optimum moisture content, determined in accordance with TMH1 Method A7. This limitation shall apply even if the layer has been previously primed.

Sealing work shall not commence until the engineer has approved all other works ordered on that section of road.”

(e) Demarcation of the working areas

(i) New Work

Add the following:

“Before the tack coat and first application of aggregate may be applied, the right hand side edge of the lane shall be demarcated by means of a clearly visible weatherable fibre rope, pegged down with nails driven into the existing surface at intervals of 15 m on straight sections and 3 m apart on curves. The demarcating rope shall be removed prior to the application of the tack coat and aggregate on the adjacent lane.”

B4305 HEATING AND STORAGE OF BITUMINOUS BINDERS

(b) Non-homogeneous (heterogeneous) modified binders (summer grade)

Replace the entire subclause with:

“ After completion of the bitumen-rubber reaction, the handling of the binder shall comply with the requirements listed in table B4305/4. The binder may only be stored in tanks with circulation systems. The engineer’s supervisory staff shall, through timeous notification by the contractor, be afforded the opportunity to attend all bitumen rubber-blending operations in order to exercise control sampling and testing of the binder from the stage just prior to the addition of the rubber to the base bitumen up to the end of the allowable spraying period. Failure to conform to this requirement will be considered reason enough by the engineer to reject the batch of binder.”

Table B 4305/4

| Temperature/Time limits for Bitumen-Rubber | | | | | | | |
|--|---------------------|----------------|---------------|----------------|-------------------------|---------------|----------------------------------|
| Binder Class | Short term handling | | Storage | | Spraying/Asphalt mixing | | |
| | Temp (oC) max | Time (hrs) max | Temp (oC) max | Time (hrs) max | Temp (oC) max | Temp (oC) min | Time (hrs) max |
| Binder for seal (S-R1) | 165 | 24 | 140 | 72 | 210 | 195 | Refer to time/viscosity curve *2 |
| Binders for asphalt (A-R1) | 165 | 24 | 140 | 72 | 210 | 190 | |
| Binders for crack sealing *1 | 165 | 24 | *1 | - | 190 | 180 | - |

* Notes

Due to the relatively small quantities utilised, bitumen rubber crack sealants are invariably supplied in a cold, pre-blended, form. Only the quantity required should thus be heated immediately prior to application. Rapid localized heating of the product should be avoided. The Time/Viscosity relationship must be determined for each specific blend.”

B4306 STOCKPILING OF AGGREGATE

(a) General

Add the following:

“The contractor shall heed the environmental requirements of Part C of this volume in the preparation, operation and closure of stockpile sites. The positions for stockpiling of aggregate and the proposed operation methods shall be approved by the engineer before delivery of the aggregate can commence.” After application of the seal all loose stones swept off the road surface are to be heaped either in the drain or gravel shoulder, whichever is applicable, and removed in one operation. No sweepings are to be left on site for more than 24 hours. No sweepings are to be heaped or stored on the vegetated areas of the road reserve. No loose stone is to be spoiled in the road reserve.”

B4307 CONSTRUCTION OF SEAL

- (b) Single and double aggregate seals
- (i) Application of tack coat and aggregate

Replace the last sentence of the fourth paragraph with the following:

"The contractor shall so place the strips when constructing the seal that the joint between two adjacent aggregate applications shall be located along the centreline and at 3,7 m from the centreline."

Add the following to the fourth paragraph:

"Joints shall be straight and aggregate shall be broomed back in a neat straight line before the next spray. String lines shall be used to demarcate joint edges. All stone-loss and "tram-lining/roping" shall be made good by the contractor at no additional cost."

(iii) Broom drag and final rolling of aggregate

Add the following after the first paragraph:

"The contractor shall provide a back-chipping team, together with a pneumatic-tyred roller, of sufficient capacity to ensure that back-chipping and rolling of aggregate shall be completed within thirty minutes after initial application of the aggregate."

Replace third paragraph with the following:

"After completing the spreading of the aggregate, final rolling shall consist of a minimum of four passes utilizing a 15-ton to 20-ton pneumatic-tyred roller, followed by one or two passes of a 6-8 ton flat steel wheel roller."

Add the following after the last paragraph:

"The contractor shall conduct additional rolling with a pneumatic-tyred roller to assist with the re-orientation of the aggregates of the bitumen-rubber seal (SAMI) to their average least dimension. Alternatively, the section can be opened after the first day to light traffic, provided that the light traffic is not channelized."

(iv) Joints between binder sprays

Add the following at the end of the paragraph:

"The protective sheets shall be made of reinforced building paper."

(v) Protection of kerbs, channels etc.

Add the following:

"Where bitumen binder is to be sprayed directly adjacent to existing concrete kerbs, channels, side drains, concrete edge beams and bridge balustrades, or over bridge joints, such concrete elements shall be covered with an approved reinforced building paper."

Add the following subsubclause:

"(vi) Trial section

Before the contractor commences with the construction of any seal work he shall demonstrate that the equipment and processes he proposes to use will enable him to construct the seal in accordance with the specified requirements.

At the commencement of the surfacing operation, a 200 m half-width section shall be considered as a trial. After completion of each phase of the seal on this 200 m section, the engineer will review and then approve/reject the work method. If approval is granted for a specific operation i.e. application of tack coat, aggregate, fog or slurry, the contractor may proceed with that approved operation.

Should the contractor at any stage fail to deliver an acceptable product he shall rectify the problems at his own cost and demonstrate with a further trial section that he can carry out the operation successfully. No specific payment shall be made for conducting these trials and the cost thereof shall be deemed to be included in the tendered rates of section 4300."

B4308 RATES OF APPLICATION

In the first sentence of the first paragraph, delete the following after "conventional":
"or homogeneous modified"

Add the following at the beginning of the second sentence:
"Homogeneous and"

In the second paragraph, replace 4314 with:

"B4314"

Add the following at the end of the second paragraph:

"In the case of single seals the engineer may, at his discretion, permit the application of a diluted emulsion fog spray in instances where application rates are below the minimum allowable tolerances. In such instances no additional payment over and above the unit rate tendered for the accepted seal, plus or minus any variation from the nominal, will be made. In the case of sand seals or graded seals the engineer may accept, at his discretion, an application of binder sprayed above the allowable tolerance subject to the contractor, at his own cost, applying and rolling any additional sand/aggregate necessary as a result of such over application."

B4311 OPENING TO TRAFFIC

Add the following:

"Asphalt overlays on areas provided with a stress-absorbing membrane interlayer (SAMI) shall be constructed directly after the SAMI has aged for 24 hours. No public traffic will be permitted on the SAMI prior to overlay."

B4314 TOLERANCES AND FINISH REQUIREMENTS

(c) The rate of application

Replace the first paragraph the following:

"The maximum permissible variation from the rates of application of aggregate or slurry, as ordered by the engineer, shall be plus or minus 5%.

For binders, the maximum permissible variation from that specified shall be 5% for conventional bitumen and all emulsions (measured net cold), and 5% for hot applied modified binders (measured at spray temperature). Provided he is satisfied that the seal will perform satisfactorily, the engineer may, at his discretion, conditionally accept out of tolerance variations at the reduced rates of payment listed in Table B4314/1 below. However, variations in total binder application rates in excess of those tabled shall be deemed rejected. Rejected sprays will not be considered for payment unless corrected to the satisfaction of the engineer.

A lot for acceptance control purposes shall be at least 2000 litres. Lots smaller than 2000 litres shall be combined with succeeding lots until a combined lot not less than 2000 litres is obtained. "

Table B4314/1

Payment Reduction Factors For Conditionally Accepted Binder Application Rates

| Conventional bitumen and emulsion. Deviation from specified spray rate Net cold bitumen. (%) | Hot applied homogeneous and non-homogeneous modified bitumen. Deviation from specified rate. At spray temperature. (%) | % Payment of tendered rate for seal |
|---|---|-------------------------------------|
| ±5,0 | ±5,0 | 100% |
| ±6,0 | ±6,0 | 97,5% |
| ±7,0 | ±7,0 | 95% |
| ±8,0 | ±8,0 | 90% |
| ±9,0 | ±9,0 | 85% |
| ±10,0 | ±10,0 | 80% |

Add the following at the end of the last paragraph:"The completed surfacing shall be of uniform texture without gaps or patches and shall be free from longitudinal and transverse corrugations and any loose aggregate or binder spillage.

The edges of the completed bituminous surfacing shall be true to line."

(d) Conditional acceptance

Delete the entire subclause

5200 : GABIONS

B5201 SCOPE

Add the following paragraph

"This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the engineer."

B5203 CONSTRUCTION OF GABION CAGES

(a) General

Add the following new sub-clause:

"(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204 CONSTRUCTING GABIONS

(c) Assembly

Delete and substitute with:

(c) Assembly, erection and stretching

(i) Assembly

"Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

(d) Rock filling

Add the following new sub-sub-clause:

(iii) General

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions."

B5205 MEASUREMENT AND PAYMENT

Add the following new items:

| ITEM | UNIT |
|--|-------------------------------|
| B52.05 Removal and dismantling of existing damaged gabions | Cubic metre (m ³) |

The unit of measurement for the removal and dismantling of existing damaged gabions shall be the cubic metre of each type of gabion removed and dismantled on the instruction of the engineer.

The tendered rate shall include full compensation for removing and dismantling gabions, and stacking all the materials. The tendered rate shall further include for the disposal of unsuitable material.

| ITEM | UNIT |
|---|------|
| B52.06 Gabions constructed from re-usable materials | |

- a) Galvanised gabion boxes:
 - (i) 4m x 1m x 1m Cubic metre (m³)
 - (ii) 3m x 1m x 1m Cubic metre (m³)
 - (iii) 2m x 1m x 1m Cubic metre (m³)
- b) Galvanised gabion mattresses
 - (i) 0.3m Deep Cubic metre (m³)

The unit of measurement for re-assembling gabions from re-usable materials shall be the cubic metre of rock filled cages for each type of gabion that is re-usable and approved by the engineer, as specified in the standard specification.

The tendered rate shall include full compensation for using the existing wire cages and rock fill, and for supplying new binding and connecting wires, the assembling and filling of the cages, and any other work for the re-construction of the gabions to conform to the specifications.”

5600 : ROAD SIGNS

B5601 SCOPE

“This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

- (a) Road signboards

Add the following:

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.”

- (a) (ii) Steel profile road signboards

Add the following:

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.
Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

“(e) Application of retro-reflective material

All sign faces shall be faced with class 1 grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification. All sign lettering and symbols are to be class 1 retro-reflective material with the exception of direction signs which is to be Class III retro-reflective material.

For W405, W406, R1 and W409 signs, the sign faces shall be Class III retro-reflective material and the lettering and symbols shall be Class III retro-reflective material.”

B5605 STORAGE AND HANDLING

Add the following:

“The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

B5609 MEASUREMENT AND PAYMENT

| | |
|--|------|
| ITEM | UNIT |
| B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from: | |

Amend the last two lines of the second paragraph to read:
“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board. Add the following pay items:

| | |
|---|---|
| “ITEM | UNIT |
| B56.10 Danger plates at culverts/structures | |
| (a) | Type A at stormwater culverts (size indicated) number (No.) |
| (b) | Type B at bridges (size indicated) number (No.) |

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings.”

| | |
|---|------|
| “ITEM | UNIT |
| B56.11 Replace marker boards on existing kilometre posts number (No) | |
| The unit of measurement shall be the number of reference marker boards provided and attached to existing kilometer posts in accordance with the drawings. | |

The tendered rate shall include full compensation for the manufacturing and supplying of the completed marker boards, for attaching the marker board to existing posts along the route and for all materials equipment, labour, nuts and bolts necessary for attaching the marker board as specified.”

The tendered rate shall include full compensation for all the labour and material, painting, retro-reflective material, posts, excavation, backfilling, etc. as may be necessary for completing the work in accordance with the details shown on the drawings.”

5700 : ROAD MARKINGS

B5706 SETTING OUT THE ROAD MARKINGS

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Engineer before the Contractor commences with the road marking.”

B5707 APPLYING THE PAINT

Add the following:

“The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.”

B5711 GENERAL

Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

“Where black paint is used, it shall be matt.”

Add the following new clause:

“B5715 REMOVAL OF EXISTING ROAD STUDS

The existing road studs shall be removed from the road surface prior to milling.”

B5714 MEASUREMENT AND PAYMENT

| ITEM | UNIT |
|---|------|
| B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols) | |

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

ITEM

UNIT

B57.05 Roadstuds

Add the following after the first sentence of the second paragraph:

“No additional payment will be made should temporary or permanent road studs be replaced if lost or broken during the construction period or the maintenance period.”

5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications.”



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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**PROJECT TITLE: ROAD SURFACE REPAIRS AND REFURBISHMENT IN WELKOM
MATJHABENG LOCAL MUNICIPALITY**

PART C4: SITE INFORMATION

INDEX

C4.1 Site Information

C4.1: SITE INFORMATION

C4.1.1 Surveys / Beacons

The Bidder is to note that all survey control and beacons are based on localized grid positions and levels.

The details for the relevant survey control will be issued to the successful contractor at the commencement of the contract.

C4.1.2 Accommodation, Water and Electricity

The Bidder is to refer to Part **C3.1** of this document for pertinent information regarding the requirements for accommodation, water and electricity.

C4.1.3 Photographic Information of the roads

Photographic information is included in this bid document. Refer to Part **C5.1**.



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PART C5: ANNEXURES

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- C5.1 Photographic Report**
- C5.2 Health & Safety Specification**

C5.1: PHOTOGRAPHIC REPORT

C5.2: HEALTH & SAFETY SPECIFICATION